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TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

CURRENT TOPICS.

MR. WILLIAM BEACH LAWRENCE, the eminent international lawyer, has reprinted from the *North American Review* a very able article on the international obligations of the United States, more especially with reference to the question of the recent Russian proceedings. Although the question has, happily, lost its immediate interest, we may refer more at length hereafter to the main argument of the article, but it is desirable to notice at once the explanation Mr. Lawrence gives of a case to which we drew attention some little time ago as a precedent for the United States' Government taking action under its municipal law to stop the fitting out of cruisers before war was actually declared between England and Russia. In Dana's *Wheaton*, p. 561(n), it is stated that a steamer fitted out at New York by the German Confederation to be used as a vessel of war "was not permitted to proceed to

Germany until security had been given that she should not be employed as a vessel of war during hostilities with Denmark during periods of armistice." On this Mr. Lawrence says:—"I am aware that the case of a steamer intended to be purchased on account of the German Government, which arose in 1849, is supposed to be inconsistent with the statement that the Neutrality Act cannot be applied to the public ships of a foreign sovereign. This case was brought to general notice in a late number of the *Solicitors' Journal* (vol. 22, p. 560, referring to a note in Mr. Dana's edition of *Wheaton*, p. 561, note 218). As the note [in Dana] is the same in substance, and has the same citations as note 38, page 95 of Lawrence's *Wheaton*, the case had not escaped my attention. On examining the "Congressional Documents" it will be seen that there is no attempt to apply a statute of the United States to the German Empire, or to exercise jurisdiction over a public ship of that country, but that the vessel in question never was a German ship-of-war, no title ever having passed out of the American owner. Nor was it intended that it should do so while the vessel remained in port. The Danish minister, in his note to the Secretary of State, April 2, 1849, says that a vessel had been bought for account of the Central Government of Germany to be converted here into a war-steamer and fitted out as such, yet, 'under the express stipulation of retaining her American character until delivered in a German port, so as to have the protection of the American flag in crossing the ocean.' In this view of the matter the American owner, who was the legal proprietor, as well as his vessel, might have been within the cognizance of the Neutrality Act; but its provisions would have had no effect as to a public ship-of-war of the German Empire, wherever built, which had been duly commissioned by the sovereign power of that country, and bore its flag."

IT IS TO BE HOPED that the lamentable case recently before the Worship-street Police-court will dispel the mischievous popular notion that it is allowable under all circumstances to shoot at a person forcibly entering a dwelling-house at night. The idea may perhaps have had its origin in the old statute, 24 Hen. 8, c. 5, which provided that "whoever shall be indicted for the death of such evil-disposed person or persons attempting . . . burglarly [sic] to break mansion houses as aforesaid, shall not forfeit any lands, tenements, goods, or chattels, but shall be thereof and for the same fully acquitted and discharged." But the law in those early times, as an ingenious writer has expressed it, respected "the infirmities and imbecilities of human nature where certain provocations are given" to a greater extent than it does at the present day. The statute of Hen. 8 was repealed by 9 Geo. 4, c. 31; and although it has been said to be only in affirmance of the common law, and Foster lays it down (C. C. 274) that in case "an attempt is made to commit burglary in the habitation, the owner or any part of his family, or even a lodger with him, may lawfully kill the assailants for preventing the mischief intended"; yet this statement must be taken in connection with what the same learned author says on the previous page:—"In the case of justifiable self-defence the injured party may repel force by force in defence of his person, habitation, or property against one who manifestly intendeth and endeavoureth by violence or surprise to commit a known felony upon either." As Holroyd, J., said in *Meade's case* (1 Lewin C. C. 184), "a man is not authorized to fire a pistol on every intrusion or invasion of his dwelling-house which may be made forcibly at night; he ought, if he has a reasonable opportunity, to endeavour to remove the trespasser without having recourse to the last extremity." At all events, in order to excuse or justify shooting at a burglar, there must be reasonable ground from his acts to believe that he intends to carry out his design by open force.

WITHIN THE LAST TWO or three years the Master of the Rolls has done much to clear up the law in respect of rights of way, and in *Cannon v. Villars* (26 W. R. 751) he gave a very useful exposition of the presumption as to the kind of way intended to be granted where there are no express provisions on the subject in the grant. Does the grant of a right of way *per se* mean a foot-way, a horse-way, or a carriage-way? The Master of the Rolls says that, *prima facie*, the grant of a right of way is to be construed as having regard (1) to the nature of the road over which it is granted and (2) to the purpose for which it is intended to be used, and both those circumstances may be legitimately called in aid in determining whether it is a right of way restricted to foot passengers, or restricted to foot passengers and horsemen or cattle, or a general right of way for carts, horses, carriages, and everything else. In the case of a right of way granted over a metalled road, with pavement on both sides, existing at the time of the grant, the presumption would be that it was intended to be used for the passage, not only of foot passengers, but of horsemen and carts. If the right of way were granted along a piece of land capable of being used for the passage of carriages, and the grant was a right of way to a place which is stated on the face of the grant to be intended to be used, or to be then actually used, for a purpose which would necessarily or reasonably require the passing of carriages, it must be assumed that the grant of the right of way was intended to be effectual for the purpose for which it was designed to be used or was actually used. If, on the other hand, the road over which the grant of right of way was made, was paved only with flagstones, and was too narrow for a cart or carriage, and was only a way used to a field, the physical circumstances showed that the right of way was a right for foot passengers or horses only. The question still remains as to the relative importance of these tests when (as may be imagined to be the case) they are in conflict.

MANY OF OUR READERS would observe with great regret the announcement in our columns last week of the death of Mr. John Smale Torr, of the firm of Torr, Janeway, Tagart, & Co. Mr. Torr's ability and geniality were too well known to need recounting here; but we cannot omit to acknowledge the valuable assistance his accurate pen and extensive information rendered on several occasions in the columns of this journal. He was widely popular among his brethren, and for good reasons, even apart from his personal qualities. He was one of the most active members of the Metropolitan and Provincial Law Association, and one of the original promoters, and subsequently director and trustee, of the Solicitors' Benevolent Association, in the prosperity of which he took the liveliest interest. He was, we believe, engaged in practice up to within a fortnight of his lamented death.

THE DUKE OF CONNAUGHT'S Establishment Bill follows very closely the form of the Duke of Edinburgh's Annuity Act (36 & 37 Vict. c. 80), and includes the provision, which also appeared in the Act for granting an annuity to Prince Arthur (34 & 35 Vict. c. 64), that "the annuities granted in pursuance of this Act shall, if Her Majesty think fit so to direct, be personal and inalienable provisions." A similar clause was inserted in Prince Leopold's Annuity Act (37 & 38 Vict. c. 65); but not in the Act to enable Her Majesty to provide for the establishment of the Prince of Wales (26 & 27 Vict. c. 1), which last Act, however, gives the annuity of the Princess to her sole and separate use without power of anticipation.

SECRET TRUSTS FOR CHARITIES.

LORD ELDON in 1801 said that the law "will not permit secret agreements [between a testator and his devisee] to evade what upon grounds of public policy is established (*Muckleston v. Brown*, 6 Ves. at p. 69). And the cases of *Wallgrave v. Tebbs* (4 W. R. 194, 2 K. & J. 313); and *Tee v. Ferris* (4 W. R. 352, 2 K. & J. 357); affirmed in *Jones v. Badley* (16 W. R. 713), which are often supposed to have established an exception to the old rule, in reality only showed the accuracy of Lord Eldon's statement. All these cases decided was that in order to constitute an evasion of the Act of Geo. 2, there must be an understanding between the testator and the devisee. This understanding need not be express, for, as Wood, V.C. said, in *Wallgrave v. Tebbs*, "When a person, knowing that a testator in making a disposition in his favour intends it to be applied for purposes other than his own benefit, either expressly promises, or by silence implies, that he will carry the testator's intention into effect, and the property is left to him upon the faith of that promise or undertaking, it is in effect a case of trust." That is to say, if the devisee, knowing during the testator's lifetime of his intention that the property devised shall be devoted to a charitable purpose, says nothing, he is taken to impliedly promise that he will carry that intention into effect. It is natural that the knowledge or ignorance of the devisee during the life of the testator of his charitable intentions should have been often considered as the real test of the validity of the devise. It is, of course, the test in this sense that if there is no such knowledge there can be no secret trust. Thus Lord Justice Turner said in *Russell v. Jackson* (10 Harz, 204):—"Here the devisees know nothing of the testator's intention until after his death. That the testator desired and was most anxious to have his intentions carried out is clear. But it is equally clear that he has suppressed everything illegal. . . . If I knew perfectly well that a testator, in making me a bequest absolute on the face of the will, intended it to be applied for the benefit of a natural child, of whom he was not known to be the father, *provided that intention had not been communicated to me during the testator's life*, the validity of the bequest as an absolute bequest to me could not be questioned. . . . Upon the face of this will the devisees are entitled to the property in question for their own absolute benefit. The statute prevents the court from looking at the paper writing in which the testator's intentions are expressed; and the parties seeking to avoid the devise have failed to show that during the testator's lifetime there was any bargain or understanding between the testator and the devisees, or any communication which could be construed into a trust that they would apply the property in such a manner as to carry the testator's intentions into effect."

But, in *Jones v. Badley*, Lord Cairns specified three questions as to be answered in these cases. First, Did the testator, so far as his own mind and intention were concerned, devise in order that the devisee might take, not beneficially, but as trustee for the accomplishment of some charitable purpose? And, secondly, if the first question is answered in the affirmative, Was the testator's mind and intention in this respect made known before his death to the devisee? And, thirdly, Was the devise accepted by the devisee expressly or tacitly as a trust for the purpose intended by the testator? This last question was also suggested by Wood, V.C., in *Moss v. Cooper* (1 J. & H. at p. 366); but as regards affirmative proof of the charitable trust, it is obviously of little value. Mere knowledge and silence are enough to constitute an acceptance of the trust: (*Tee v. Ferris*; see also *Springett v. Jennings* L. R. 10 Eq. 488); it is, therefore, enough to prove knowledge. It is only as regards the evidence to disprove a trust that this last question can be of any importance; and upon the effect of this last kind of evidence there is surprisingly little authority. In the recent case

of *Robotham v. Dunnett* (26 W. R. 529), however, the question came before Vice-Chancellor Malins.

The leading facts of the case, as admitted or proved, appear to have been these:—A testatrix executed a will containing various charitable bequests, which was prepared by her solicitor. This gentleman sometime afterwards wrote her a letter, in which he said, "I have many times considered the matter, and the conclusion I have come to is that the will as now made cannot be supported. The only certain way I can suggest in which your wishes in favour of the various charities could be carried out, is to insure your life for the requisite sum, as a policy of insurance is not within the Mortmain Act, and the money receivable from the policy might be applied to the desired objects. . . . There is another way which might perhaps answer: that is, by giving your trustees a discretionary power as to the application of the proposed charitable fund. . . . The law is so very jealous of land, or money arising from the sale of land, which is the same thing, being given by will to charitable purposes, that every precaution is requisite." A few months afterwards another will was prepared by the solicitor, by which the testatrix devised all her real estate to the writer of this letter and another trustee, upon trust to sell, and hold the residue in equal shares, "not in their character of trustees or executors, but for their own respective personal use and benefit absolutely, without any trust, restriction, or condition whatsoever." And on the same day that she signed the will the testatrix signed a declaration, admitted to have been drawn by the solicitor and written out by one of his clerks, in which, reciting the bequest of the residue of the proceeds of sale, she said:—"I have made this bequest to enable the said D. D. and J. M. if they shall think fit, but not otherwise, to benefit the funds of certain public institutions in which they are aware I take an interest; but I hereby expressly declare that I have not imposed any secret trust or confidence upon the said D. D. and J. M. in regard to such institutions, nor have they or any of them given me any express promise or assent, or impliedly made any promise or assent, to devote the whole or any portion of the moneys so bequeathed to them for the benefit of such public institutions or any of them, and I declare that with regard to the application of the moneys so bequeathed to the said D. D. and J. M. it is my wish and intention that they should have the most entire and uncontrolled discretion."

One of the trustees was unaware of the charitable intentions of the testatrix till after her death, and he may therefore be dismissed from consideration. But as regards the other, the state of circumstances appears to have been this. He suggested to the testatrix a mode of evading the Act of Geo. 2, so as to enable her to carry out her desire to leave her property to the "various charities" specified by her; he was one of the trustees to whom the property was left in pursuance of this suggestion; he admitted his belief that the testatrix "expected that the trustees would apply the property devised and bequeathed to them to some good and useful, but not necessarily charitable, purpose." It seems difficult to doubt, even if the testatrix had signed a dozen declarations written out by the solicitor's clerk, that she did believe that her solicitor, who had advised her to adopt this course, and who was no doubt known to her and trusted by her as a man of integrity, would honourably and scrupulously fulfil the charitable wishes which she had made known to him, even though she declared him to be unfettered. It seems difficult to doubt that this belief was the motive of the absolute bequest to the solicitor and his colleague. Vice-Chancellor Malins, however, did not come to this conclusion. He was "satisfied, on consideration of the whole evidence and circumstances, that, although the testatrix hoped and believed that the defendants would apply the property in a manner consonant with her views and wishes,

she did not impose, and did not intend to impose, any obligation upon them." Having at the commencement of his judgment stated the question for decision as being, as to the solicitor, "whether he expressly, or by implication, led the testatrix to believe that the property would be applied by him to charitable purposes; if he did, there is a resulting trust for the heir-at-law as to the real estate, and for the next of kin as to the impure personal estate," the Vice-Chancellor concluded his judgment by saying that the testatrix *did* "hope and believe that the defendants would apply the property in a manner consonant with her wishes." Nevertheless he held that there was no secret trust and no resulting trust; and that the action must be dismissed.

The result of this case appears to be that the court, in deciding whether a secret trust is created, will not take into consideration the obligation of honour arising from the knowledge by the devisee in the lifetime of the testator that the latter "hoped and believed" that, although expressly unfettered, the devisee would apply the property devised in a particular way. The court having amiably bent its eye to receive the dust thrown into it in the shape of "declarations" that there is no intention to impose a binding obligation, finds itself unable to discover any secret trust.

General Correspondence.

"LEGAL ACCOUNTANTS."

[To the Editor of the Solicitors' Journal.]

Sir,—Will you allow us to expose in your columns the very latest "dodge" of the genus "accountant" for evading the rules (few and feeble enough in all conscience) devised by the Legislature as a sort of protection for solicitors against the inroads of their illicit competitors?

The defendant in an action just commenced by us persistently referred us to one of these gentry as to the proceedings, though we pointed out that nobody but a solicitor could accept service of writ on his behalf.

On searching appearance we find that the defendant has appeared *in person*, but gives as the address for service the office of the aforesaid accountant, notwithstanding that defendant's own place of abode is within a few steps of our office, and within the statutory limit.

Comment is needless.

PLAINTIFFS' SOLICITORS.

At the Leeds Assizes, on Friday week, Richard Myers, a solicitor; Charles Welham, a butcher; and Benjamin Joy, a manufacturer, were charged with forging the will of James Hadfield, deceased. The jury found a verdict of guilty. Myers was sentenced to fifteen years' penal servitude, Joy to fifteen years' penal servitude, and Welham to seven years' penal servitude.

On Friday week, in the House of Commons, Sir G. Campbell asked the Lord Advocate whether it was a fact that Lord Craighill had declined to sit in court beyond half-past one o'clock because a vacant clerkship in his court had not been filled up, and whether it was the intention of the Government to fill up the vacancy. The Lord Advocate was understood to say that it was the intention of the Government to make provision for the performance of the clerical duties referred to by the hon. baronet. By the statute 1 and 2 Vict., c. 118, two clerks were to be appointed. The duty of one of them was to attend about two o'clock; but the Act provided that it should be competent to the Lord President, on application by any lord ordinary, to direct that any ordinary judge's clerk, or any official person receiving compensation or retired allowance under the Act, should discharge such duty in the absence of the clerk. It was, he thought, to be regretted that any inconvenience should have been occasioned to the public on Saturday last.

Cases of the Week.

LIQUIDATION PETITION—MISDESCRIPTION OF DEBTOR—VALIDITY OF RESOLUTIONS—REGISTRATION—DEFECT OF SUBSTANCE—AMENDMENT OF PETITION—BANKRUPTCY ACT, 1869, ss. 82, 126—BANKRUPTCY RULES, 1870, rr. 208, 252, 257, 295—BANKRUPTCY FORMS, 1870, Nos. 106, 111.—In a case of *Ex parte Jerningham*, before the Court of Appeal on 25th of July, an important question arose with regard to the effect of an incorrect or insufficient description of the debtor in a liquidation petition upon the validity of the resolutions passed by his creditors. A debtor, who was a civil engineer, and who had an office in Westminster for the purposes of that business (which, however, he had practically discontinued before he filed his petition), but whose private residence was in Kensington, filed a liquidation petition, in which he described himself only by his business address, making no mention of his private residence. The creditors resolved upon a liquidation by arrangement, but the registration of the resolution was opposed by one of the dissentient creditors, whose debt had been contracted by the debtor for the purposes of his business and at his business office. Mr. Registrar Spring-Rice refused to allow the registration, on the ground that the debtor had not been properly described in the petition, and this decision was affirmed by the Court of Appeal (James, Brett, and Cotton, L.JJ.). It was urged that the defect was a merely formal one, and that no injustice had been caused by it, and that, therefore, according to section 82, the proceedings were not invalidated by the irregularity. The court, however, held that the defect was one of substance. They said that it was most important that full notice of the meeting of the creditors should be given to all the creditors, and, inasmuch as the advertisement of the meeting in the *Gazette*, given under the provisions of rule 257 and form No. 111, followed the terms of the petition, there was no security that the creditors, whose debts had been contracted at the debtor's private residence, would know from the advertisement that the debtor whose creditors were about to meet was the person with whom they had dealt. The court was then asked to allow the petition to be amended, and a new advertisement of a fresh first meeting to be issued, under the power given by rule 208. The court, however, refused to allow this, saying that to do so might open the door to fraud, and might interfere with the rights of the opposing creditors, who had levied an execution on goods of the debtor.

WINDING UP—PROPERTY AND INCOME-TAX—PRIORITY—COMPANIES ACT, 1862, ss. 133, 163.—In a case of *In re Henley & Company*, before the Court of Appeal on the 29th of July, the question arose whether, where a company was in voluntary liquidation, income-tax which became due in respect of premises occupied by the company before the commencement of the winding up, had priority over other debts of the company. Malins, V.C., held that the Crown must rank *pari passu* with the other creditors, there being no priority given to taxes by the Winding-up Act as there is by the Bankruptcy Act, 1869. The Court of Appeal (James, Brett, and Cotton, L.JJ.), however, held that the rights of the Crown are not affected by the provisions of the Winding-up Act, and that even if the debt for income-tax was nothing but a simple contract debt, yet, as it was a debt due to the Crown, it was entitled to priority over all the other simple contract debts. The liquidator was accordingly ordered to pay the income-tax out of the assets of the company in priority to the other debts.

VARYING ORDER OF COURT—OMISSION OF PARTY TO ASK FOR COSTS—DUTY OF COURT.—In a case of *Bryant v. Herbert*, before the Court of Appeal on the 31st of July, an application was made to add to a previous order of the court under the following circumstances. The court had reversed an order made by the Common Pleas Division, and the order on the appeal as drawn up gave the appellant the costs of the appeal, but did not give him the costs of his application to the Common Pleas Division. The Court of Appeal was now asked to add to the order a direction that the appellant was to have these costs. It was admitted on the part of the respondent that, according to the practice of the court, the appellant would have been entitled to the costs for which he now

asked, if he had asked for them at the time when judgment was given on the appeal; but it was urged that the reason why the order did not give them was that the appellant had omitted to ask for them on the hearing of the appeal, and that, as he had omitted to do so, he could not afterwards have the order altered in his favour. The court (Jessel, M.R., and Brett and Cotton, L.JJ.) did not accede to this view, but altered the order in the way asked for by the appellant. Jessel, M.R., said that it is the duty of the court to make the proper order without being asked by counsel to do so. The duty of counsel is to state the facts on which he relies, and then it is the duty of the court to make the right order. But no costs of the application would be given to either side. In another case, however, of *Attenborough v. The London and St. Katherine Dock Company*, where a somewhat similar application was made, the court ordered the unsuccessful party to pay the costs, Jessel, M.R., observing that the appellant had not been to blame at all, but the fault had been with the court or the registrar. Somebody must pay the costs of setting right the slip which had been made, and it was proper that the unsuccessful party should do so.

CLAIM AND COUNTER-CLAIM—TRIAL—INQUIRIES IN CHAMBERS—SPECIAL REFEREE.—In a case of *Farrow v. Wilson*, before the Court of Appeal on the 31st of July, the action was brought for the administration of the estate of a testator, and there was a counter-claim by one of the defendants, who was the widow of the testator and tenant for life under his will, to be repaid out of the estate certain sums which she alleged that she had expended after his death for the benefit of the estate. The plaintiff, who was a trustee of the will, denied that the widow had expended the sums in question, or that at any rate she was entitled to repayment out of the estate. When the case came on for trial before Hall, V.C., he made the ordinary administration decree in the action, but declined, though witnesses were in attendance, to try the counter-claim then, and directed that it should be made the subject of inquiries in chambers, reserving, however, liberty to the defendant to apply to have the inquiries taken before a referee with oral evidence. Subsequently, however, upon a summons being taken out by the defendant for that purpose, his lordship ordered that the inquiries should be taken in chambers upon affidavit evidence. The court (Jessel, M.R., and Brett and Cotton, L.JJ.), said that a counter-claim is an action just as much as a claim, and ought to be tried in the same way, and the Vice-Chancellor ought to have tried it in the ordinary way. The defendant ought to have insisted on its being tried, and to have appealed from the Vice-Chancellor's order for inquiries in chambers. And the court directed certain inquiries to be made by a special referee, who was to hear oral evidence. And they reserved the costs of the appeal, and so much of the costs of the trial before the Vice-Chancellor as related to the subject-matter of the counter-claim, to be dealt with by the Vice-Chancellor.

PARTIAL DEMURRER—AMENDMENT—COSTS—ORD. 27, r. 1—ORD. 28, r. 8.—In a case of *Leader v. Knight*, before the Court of Appeal on the 31st of July, the action was brought against a sheriff, claiming damages on the ground that, by the fraudulent misrepresentations of the defendant, the plaintiff had been induced to direct the defendant to withdraw an execution under which he had levied for the plaintiff upon the goods of one Baum, a trader. The alleged misrepresentation was that all Baum's goods had been condemned for the rent of the house in which they were, so that the plaintiff's execution could produce nothing. By his statement of defence the defendant denied that he had made the misrepresentation, and he also said that, as the 1st of September, 1876, the day after the levy had been made, Baum filed a liquidation petition, and that the same day the Court of Bankruptcy made an order restraining any further proceedings under the execution until after the 8th of September, and on the 9th of September the court continued the injunction until further order, and no further order had since been made. Consequently the plaintiff could not have sustained any damage. By his reply the plaintiff said that on the 29th of September Baum's creditors resolved to accept a composition; the resolution was confirmed on the 9th of October, and was registered on the 16th of October. The plaintiff might, therefore, have applied

to the Court of Bankruptcy to dissolve the injunction, and, but for the misrepresentation of the defendant, he would have done so, and would have been able then to enforce his execution. By his rejoinder the defendant said that on the 23rd of December, 1876, leave was given by the Court of Bankruptcy to Baum to summon a new first meeting of his creditors in lieu of the meeting held on the 29th of September. The new meeting was held on the 15th of January, 1877, and the creditors then resolved on a liquidation by arrangement, and appointed a trustee. The resolutions were registered on the 2nd of February, 1877, and thereupon the resolution for composition became of no effect, and the goods which had been seized by the defendant vested in the trustee freed from the execution. The plaintiff demurred to the rejoinder, and the Queen's Bench Division allowed the demurrer, on the ground, in which the Court of Appeal (Jessel, M.R., and Brett and Cotton, L.JJ.) concurred, that the rejoinder, as it stood, was no answer to the reply, because, so far as appeared, no application to the Court of Bankruptcy to allow a new meeting of Baum's creditors to be summoned was made until the 23rd of December, and between that date and the registration of the resolutions on the 16th of October, there would have been ample time for the plaintiff to apply to have the injunction dissolved and to realize his execution, and, if he had done so, his rights would not have been altered by the subsequent liquidation. But the Court of Appeal gave leave to the defendant to amend his rejoinder, because it was stated that the real fact was that an application had been made to the Court of Bankruptcy two days after the registration of the composition resolutions to vacate the registration, and that this was afterwards done, and leave given to summon a new first meeting of the creditors. The court said that, if that were so, the Court of Bankruptcy would certainly not have dissolved the injunction pending the application to set aside the composition resolutions. It was urged that, according to the old common law practice, the defendant ought to elect either to stand on his pleadings as they were, or to ask for leave to amend, and that he could not be allowed to argue that he was entitled to succeed on his actual pleading, and at the same time to ask in the alternative for leave to amend. The court, however, said that, having regard to the large power of amendment at any stage of the proceedings given by rule 1 of order 27, there was no objection to this alternative contention, which, indeed, was in conformity with the old practice of the Court of Chancery. It should be observed that rule 1 of order 27 only speaks of an amendment of a "claim, or defence, or reply," but the court assumed that the power of amendment extends equally to a subsequent pleading, such as a rejoinder. Jessel, M.R., observed that the case afforded an illustration of the evil of partial demurrers, and he thought that the masters of the common law divisions were quite right in discouraging them as much as possible. They only resulted in costs. His lordship said that his own practice was to inquire what the real facts were, and to give leave to amend. If, in the present case, there had been no demurrer, the judge would at the trial have directed an amendment of the pleading and the case would have been tried on the merits, and a great deal of expense would have been saved. The defendant was ordered to pay the costs of the demurrer in any event, in accordance with rule 8 of order 28. It was urged that no immediate order for payment should be made, but that an opportunity should be reserved to the defendant to set off the costs of the demurrer in case he should ultimately succeed in the action. The court, however, said that the ordinary course must be followed, unless some special ground was shown for deviating from it.

PRACTICE—REFERENCE TO SPECIAL REFEREE—JUDICATURE ACT, 1873, s. 56.—In a case of *Duke of Westminster v. Tattersall*, before the Master of the Rolls on the same day, a motion was made that the action might be referred to one of two surveyors for inquiry and report under section 56 of the Judicature Act, 1873. The action was one of trespass, the plaintiff alleging that the upper part of the defendant's newly-erected building projected over his house to the extent of several inches, and also that the de-

fendant's house was erected on an insecure foundation. The motion was not connected to. The Master of the Rolls, although he had not yet seen the report of the case of *Dunkirk Colliery Company v. Ellis, Lever, & Co.*, ante, p. 565, said, from the notices of the case he had examined, the Court of Appeal had apparently decided that the report of a referee under section 56 was in the nature of an award of an arbitrator, and could only be set aside on the same grounds. He had treated such a report as equivalent to a chief clerk's certificate which he could adopt wholly or partially. That was not the view of the appeal court, and, therefore, he should for the future only refer actions under section 56 where the parties consented. He considered that he had no right to delegate his judicial duty without the consent of the parties to a person who was in fact an inferior judge. Parties had a right to have the decision of the judge himself on their cases; there was no reason here why he could not decide the points in dispute himself, and he should, therefore, refuse the motion. Costs to be costs in the action.

COMPANY—VOLUNTARY WINDING-UP—SET-OFF—COMPANIES ACT, 1862, ss. 38, 101, 138.—In a case of *In re Whitehouse & Co.*, the Master of the Rolls, on the 27th ult., gave judgment on an important point of the law of set-off which had been argued in chambers and in which he had reserved judgment to be delivered in court. The company had gone into voluntary liquidation and the liquidator had taken out a summons to enforce payment of two calls from two gentlemen of the name of Rose, one made before the winding up by the directors, and the other made by himself since the winding up. Messrs. Rose disputed payment on the ground of a set-off against the company, the one in respect of goods supplied to the company in consideration of promissory-notes dishonoured since the winding up, the other in respect of a mortgage debt due from the company at the date of the winding up. There is some conflict of authority on the point in *Grisell's case* (L. R. 1 Ch. 528). The Court of Appeal held that a shareholder could not in a winding up set off a debt due to him by the company against any calls made; but in *Brighton Arcade Company v. Douling* (L. R. 3 Q. B. 175), the Court of Common Pleas decided that in a voluntary liquidation, as distinguished from one by the court, or under supervision, a right of set-off against calls existed, and that the *onus* lay on the liquidator to show some law preventing the application of the ordinary law of set-off. The latter case has been disapproved of by Malins, V.C., in *Gibbs and West's case* (L. R. 10 Eq. 330), and by the Court of Appeal in *Black & Co.'s case* (L. R. 8 Ch. 234). The Master of the Rolls, in the course of a long and elaborate judgment on the point, dealt with the question on principle and as to the effect on the law of the Act of 1862 and the authorities. At common law he showed that a right of set-off only applied to mutual debts, although that had been extended by courts of equity to what was called equitable set-off. When a man became bankrupt, therefore, in the absence of statutory provision, a person would not be entitled to any set-off against his trustee, as the debt was due, not from the latter, but from the bankrupt, and it required special provisions in the Bankruptcy Acts to confer a right of set-off. Then as to companies under the Act of 1862. The scope of the Act was to form a general fund for the payment of debts by the liquidator who has to distribute the assets amongst the creditors. The obligation to contribute was defined by section 38. In his opinion a person liable to contribute "to the assets of the company" could have no right of set-off on a debt due by the company itself, and the *onus* lay upon the man who claimed such a right to show that it was expressly given him. Section 38 was applicable to both a compulsory and a voluntary winding up, and in the latter case the liability to contribute would be enforced under section 138, and he considered there was no difference between the two cases as to any right of set-off. This was further impliedly shown by section 101, which gave a limited right of set-off in the case of an unlimited company. The authorities were somewhat difficult to understand, but it was clear that the *Brighton Arcade case* and *Grisell's case* could not stand together. The former case was in his opinion in direct conflict with the objects of the Companies Act, 1862.

and he considered himself not bound by the decision and should not follow it. Messrs. Rose were not entitled to any set-off and must pay the full amount of the calls and the costs of the summons.

PRACTICE—COUNTER-CLAIM—STRIKING OUT—SEPARATE CLAIMS—RULES OF COURT, 1875, ORD. 19, R. 3—MOTION ON SUMMONS.—In a case of *Naylor v. Farrer*, before the Master of the Rolls on the 26th ult., a motion was made to strike out a portion of a counter-claim, on the ground that it could not be conveniently tried in the action. The claim was for the dissolution of the partnership between the plaintiff and defendant as dealers in artificial manures, and for the usual partnership accounts. The portion of the counter-claim complained of detailed certain building speculations entered into by the plaintiff and defendant, entirely independent of the partnership business, and claimed a sum as remuneration for services rendered by the defendant in superintending the plaintiff's portion of the building work after a partition had been made between them, and all accounts in respect of the speculation had been otherwise closed. For the counter-claim, the defendant cited *Atwood v. Miller* (*Weekly Notes*, 1876, p. 21), before Lindley, J., in chambers, where, in an action for rent, the defendant was allowed to set up a counter-claim for butcher's meat supplied to the plaintiff, and *Macdonald v. Bode* (*ib.* p. 23), where, in an action on a bill, and where the defendant alleged that the plaintiff held the bill solely as trustee for another person, against whom he had a claim for commission, Lindley, J., at chambers, allowed the counter-claim to stand. The Master of the Rolls was of opinion that the original cause of action and that raised by the counter-claim were so entirely distinct that they could not be "conveniently disposed of" in the same action, and he struck out the part of the counter-claim complained of, but without prejudice to the defendant's right to bring a fresh action.

EXECUTION CREDITOR—TRADER—DEBT ABOVE £50—POSSESSION-MONEY—BANKRUPTCY ACT, 1869, s. 87.—In a case of *Ex parte Lithgow*, before the Chief Judge on July 29th, the question arose whether the sheriff, who had seized the goods of a trader under a writ of *fi. fa.* for a judgment debt under £50, and who had for some time been restrained by injunction from selling the goods, though he remained in possession of them, was entitled to charge any possession-money after the injunction had been granted. The injunction was ultimately removed, and the sheriff sold the goods. The sheriff did not claim any possession-money for the period during which the injunction was in force, but he claimed one day's possession-money after the removal of the injunction, and, if that claim was admitted, the sum to be levied was brought above £50, and the trustee was entitled under section 87 to the proceeds of sale, less the expenses. It was urged that no possession-money ought to be allowed after the court had once interfered. The Chief Judge, however, said that the injunction did not affect the right of the sheriff to retain possession of the goods until the amount to be levied under the writ had been satisfied, and when it was satisfied that amount exceeded £50. The trustee was, therefore, entitled to the proceeds of sale, less the expenses.

LIQUIDATION BY ARRANGEMENT—POWER OF COURT TO GRANT DISCHARGE OF DEBTOR—BANKRUPTCY ACT, 1869, s. 125, SUB-SECTIONS 9, 10.—In a case of *Ex parte Chesney*, before the Chief Judge on the 29th of July, the creditors of a liquidating debtor had resolved that his discharge should be granted "on the certificate of the committee of inspection that he is entitled thereto." After the debtor's estate had been realized the committee declined to give this certificate, on the ground that the debtor had not given the trustee all the assistance which he was bound to give in the realization of his estate, and in particular it was alleged that, on the sale of the debtor's book debts by auction, he had paid one person £5 to induce him not to bid at the sale. The debtor did not deny this charge. He applied to the county court and obtained an order that the registrar should forthwith sign and grant a certificate of his discharge, and that the trustee should pay the costs of the certificate and of the application to the court. The Chief Judge held that the

court had no jurisdiction to make the order, the granting of the debtor's discharge being a matter which, by section 125, sub-section 9 of the Act, is left in the power of the creditors. His lordship distinguished his own decision in the case of *Ex parte Royle* (26 W. R. 216). In that case the creditors had resolved that the debtor should have his discharge upon the trustee certifying that he had satisfied himself that the debtor had rendered all the assistance in his power in realizing the estate. The trustee refused to give this certificate, and the Chief Judge ordered that the registrar should certify that, the trustee having taken no steps to satisfy himself within the meaning of the terms of the resolution, the debtor was entitled to his discharge. That decision, his lordship said, proceeded on the ground that the trustee stood in a fiduciary position, and was bound to exercise the powers given to him justly.

COURT OF BANKRUPTCY—JURISDICTION—MONEY DEMAND—BANKRUPTCY ACT, 1869, ss. 65, 66, 72.—In another case of *Ex parte Musgrave*, before the Chief Judge on the 29th of July, the question of the jurisdiction of the Court of Bankruptcy was again raised. A liquidating debtor had received advances of money from some commission merchants, to whom he had consigned goods for sale. The trustee in the liquidation alleged that a balance was due from the commission merchants to the estate; they, on the other hand, alleged that a balance was due to them from the estate. They had not, however, tendered any proof against the estate. On the application of the trustee, Mr. Daniel, Q.C., the judge of the Bradford County Court, directed an account to be taken of what was due from the debtor's estate to the commission merchants in respect of moneys advanced by them to him, and an account of moneys received by them in respect of goods of the debtor. The commission merchants raised no objection to the jurisdiction of the court. The taking of the accounts was commenced, but, before it had been completed, a report appeared of the decision of the Court of Appeal in *Ex parte Dickinson* (L. R. 8 Ch. D. 377, ante, p. 584), in which it was held that the Court of Bankruptcy ought not to assume jurisdiction to try a mere money demand by a trustee in bankruptcy against a debtor to the estate. Mr. Daniel thereupon thought that he ought not to proceed with the taking of the account, because, according to the claim of the trustee, it could only result in a money demand against a stranger to the liquidation, and he rescinded his original order. The trustee appealed to the Chief Judge, and it was urged that the case differed from *Ex parte Dickinson*, inasmuch as the accounts might result in a balance due from the estate, in which case the respondents would have a right to prove, and, in any event, if they did tender a proof, the accounts would have to be taken in the Court of Bankruptcy, whereas in *Ex parte Dickinson* the outsider had no possible right of proof against the bankrupt's estate. And, moreover, it was said that the respondents had in effect submitted to the jurisdiction of the county court. The Chief Judge, however, affirmed the decision, observing that *Ex parte Dickinson* was a plain decision that the Court of Bankruptcy had no jurisdiction to try a mere money demand capable of being tried by the ordinary tribunals.

LEASEHOLD PROPERTY OF BANKRUPT—DISCLAIMER BY TRUSTEE—PREVIOUS SEVERANCE OF FIXTURES—BANKRUPTCY ACT, 1869, s. 23.—In another case of *Ex parte Foster*, before the Chief Judge on the 29th of July, the trustee of a liquidating debtor had disclaimed some leasehold property of the debtor, but, before doing so, he had severed and sold some trade fixtures which had been attached to the demised premises. The judge of the Halifax County Court had ordered the trustee to pay over to the lessor the proceeds of the sale of the fixtures. His Honour held that the case was governed by the decision of the Court of Appeal in *Ex parte Stephens* (26 W. R. 136, L. R. 7 Ch. D. 127, ante, p. 69), and that, by virtue of the disclaimer, the trustee became a mere trespasser as from the date of his appointment, and consequently had no title to the fixtures. The Chief Judge, however, held that *Ex parte Stephens* did not apply, because there the removal of the fixtures had taken place after, not before, the execution of the disclaimer. In the present case the trustee was lawfully in possession of the premises until he had executed the disclaimer, and, while thus in possession, was entitled to exercise all the legal rights of a tenant, one of which was to sever the trade fixtures.

Societies.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

YORK-ANTWERP RULES OF GENERAL AVERAGE.

The following is the report of the English Central Committee:—

The opinion that it is not only desirable but practicable to establish a uniform system of general average for all maritime countries has been steadily gaining ground since the year 1860.

That uniformity in this matter, if practicable, is desirable, needs no proof. A uniform system would or might be understood by all parties; whereas now, when the average is adjusted abroad, it frequently happens that none of the parties really interested, that is to say, neither the shipowner nor the underwriters on ship or cargo, have the least knowledge of the law or custom by which the settlement between them is regulated. A uniform system would, in the case of ships calling at ports for orders, do away with the temptation to let the choice of a final port be affected by considerations of the rules of adjusting which may prevail in one country or the other. Were there one uniform system, the general average could always be adjusted at the cheapest and most convenient place. The consequent saving of incidental expenses, and the diminution of errors and loss to one party or the other, resulting from imperfect knowledge, would, it is believed, be considerable.

A series of international conferences having this object in view have been held, attended by adjusters of the most experience in the several countries, and representatives appointed by the principal mercantile, shipowning, and insurance associations of America, France, Germany, Holland, Belgium, Denmark, Norway, Russia, England, and other countries. These meetings took place, the first year in Glasgow, afterwards in London, and then in York. Then there was a long interval. In 1876, the subject having been taken up by the "Association for the Reform of International Law," a meeting was held at Bremen, and this was followed, last year, by a meeting at Antwerp, at which more than sixty representatives of commercial bodies or persons specially conversant with the subject attended and voted.

At these conferences it very early became apparent that the differences which alone hindered the establishment of uniformity could be reduced to a very few points. The basis of the law in all the countries is the same. It is the ancient and now universal rule of sea-traffic that whatever is sacrificed for the good of all, to avert a common danger, shall be replaced by the contribution of all. There is no reason why the application of this uniform rule to circumstances which are independent of nationality should not itself be uniform. Nothing but the erroneous application of the rule in this or that country, adhered to out of respect for old customs, can account for the differences which exist. Nor has it been found difficult to point out and rectify those errors. The first set of rules, drawn up at Glasgow in 1860, does not greatly differ from the revised rules drawn up at York in 1864; and at Antwerp, after a full discussion, and although many additional rules were proposed and considered, the result was that the York rules were, with slight modifications, re-enacted very much as before. So far, then, as the theory is concerned, it may be said that the basis of a uniform system has been settled.

There still remains the task of obtaining for this system, in this and other countries, the force of law.

For this purpose, committees have been formed in the several countries, and measures are being adopted, the nature of which must of course vary according to the different political and legislative systems of each country.

In this country, in order that a united course of action should be adopted, a general conference was resolved upon. At a preliminary meeting held in London early in May, presided over by Mr. George Coyte, chairman of the Average Adjusters' Association, it was resolved that invitations to the conference should be issued as follows:—"To every shipowner's and steamship owner's society, association, or committee, of the United Kingdom, to send two representatives each; to every chamber of commerce of an English port, and likewise those of Manchester, Birmingham, Sheffield, Leeds, and Bradford, to send two representatives each; to every association of underwriters, and every

salvage association of the United Kingdom, to send two representatives each; to the Adjusters' Association, to send two representatives; and to Lloyd's and the London marine insurance companies, to send four representatives each.

The conference was held at the Cannon-street Hotel, London, on Thursday, May 30. It was largely attended by representatives from the above-named bodies, consisting of shipowners, merchants, underwriters, and adjusters. Lloyd's, however, and the London Salvage Association and marine insurance companies, were not represented.

Sir Travers Twiss, D.C.L., was nominated chairman, and occupied the chair during the conference.

The following resolutions were proposed and seconded, put to the vote, and carried unanimously:—

1. That in the opinion of this meeting, it is desirable that the York and Antwerp Rules of General Average be carried into operation.

2. That in the opinion of this meeting, the most effectual mode of procedure will be, by a general agreement on the part of shipowners, merchants, and underwriters, to insert in bills of lading and charter-parties the words "General Average, if any, payable according to York and Antwerp Rules"; and in policies of insurance to add to the foreign general average clause the words "or York and Antwerp Rules," so that the clause will run thus:—"General Average payable as per foreign adjustment (or custom), or York and Antwerp Rules, if so made up."

3. That a definite date should be fixed for the proposed change; and the date recommended by this conference is the 1st of January, 1879.

4. That, concurrently with these steps, communications shall be opened with her Majesty's Government, through the Board of Trade or otherwise, in view of ultimate legislation in this and other countries.

5. That a central committee be appointed to carry out the above resolutions in concert with the several local committees existing or which may hereafter be formed, and with the council of the "Association for the Reform and Codification of the Law of Nations," and to take steps towards raising funds to meet the necessary expenses: this committee to consist of Messrs. Henry John Atkinson, London; Laurence R. Bailey, Liverpool; E. H. Capper, Cardiff; John Corry, Belfast; Robert N. Dale, Liverpool; John T. Danson, Liverpool; John Glover, London; Richard Lowndes, Liverpool; G. Lackley, Newcastle-on-Tyne; James Park, London; E. E. Wendt, London; John Williamson, Liverpool. With power to add to their number.

At a meeting of the above-named committee, Mr. John Glover was appointed chairman, and Mr. Richard Lowndes secretary.

The changes, which the adoption of the York-Antwerp Rules will introduce into the English practice, are the following:—

1. No jettison of cargo laden on a ship's deck will be admitted into general average.

This is already the general rule here, but wood goods have been admitted as an exception to a certain extent—that is to say, a jettison of timber or deals from deck is treated as a "general contribution" between those parties who have expressly agreed to the shipment on deck. This exception it is proposed to abolish.

The result will be, that shippers of cargo on deck will recover a loss by jettison direct from their underwriters, provided the cargo is insured with the clause "in and over all." In like manner, the loss of freight will be recovered direct from the underwriter on freight, if there is such a clause. The clause, "in and over all," is at present usually inserted in policies on wood goods and their freight.

2. When a ship is for the common safety taken into a port of refuge, not merely the pilotage and port charges incurred in going into, but likewise those coming out of such port, will be admitted into general average.

At present, the expense of going in is admitted, whilst the corresponding expense of coming out again is customarily excluded. In this respect, the present English practice differs from that of every other country.

3. When, at such port of refuge, it becomes necessary to discharge cargo in order to repair the ship or for other purposes connected with the completion of the voyage, not merely the expense of taking the cargo out of the ship, but likewise the cost of warehousing and putting it back in the ship, will be admitted into general average.

At present, the expense of taking it out is so admitted, but the warehouse rent is made a special charge on the cargo

and the cost of reloading a special charge on the freight. In this respect, as in the former, the present English practice differs from that of every other country.

4. The wages and keep of the crew, during the vessel's stay in such port of refuge, will be admitted into general average.

This is the rule in most other countries. There is no doubt that this item forms a serious part of the loss actually incurred through bearing up for a port of refuge; and, in cases where such bearing up has saved the ship and cargo from the risk of total loss, it seems to be contrary to principle, as well as impolitic, to throw this loss on the shipowner.

These are the only changes in English practice. The remainder of the York Antwerp Rules refer to matters in which the foreign practices are (when these rules are adopted) to be assimilated to ours.

This committee recommend that the utmost publicity be given beforehand to the proposed change, particularly that shippers of cargo may understand what is intended, and may have timely warning to arrange for the insertion of the necessary clause in their policies of insurance.

For this purpose it is proposed that those shipowners who intend to avail themselves of the new rules, and those underwriters or representatives of insurance companies who are ready to admit the new clause into their policies, should be invited to join in an announcement of their intention, in order that the same may be generally circulated.

JOHN GLOVER, Chairman.

RICHARD LOWNDES, Secretary.

Appointments, &c.

MR. THEODORE BELL, solicitor (of the firm of Miller, Smith, & Bell), of 3, Salter's Hall-court, and of Epsom, has been appointed Clerk to the Commissioners of Land and Income Tax for the Copthorne and Effingham Divisions of Surrey. Mr. Bell was admitted a solicitor in 1865, and is clerk to the county magistrates at Epsom. Mr. Bell has also been appointed a Perpetual Commissioner for Surrey for taking the Acknowledgments of Deeds by Married Women.

MR. MONTAGUE WILLIAM LOWRY CORRY, barrister, has been created a Civil Companion of the Order of the Bath. Mr. Corry is the second son of the Right Hon. Henry Thomas Lowry Corry, M.P., who was First Lord of the Admiralty in 1867-8. He was born in 1838, and is a graduate of Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1863, and was formerly a member of the Oxford Circuit. Mr. Corry has been for several years private secretary to the Earl of Beaconsfield, and acted as one of the secretaries to the recent special embassy to Berlin.

MR. HENRY IKIN, solicitor, of 10, Lincoln's-inn-fields, W.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

MR. WILLIAM HAWTHORNE LYDALL, solicitor, of 8, Bloomfield-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

In the House of Commons on Wednesday, in reply to Dr. Kenaley, the Chancellor of the Exchequer said it was impossible at present to state whether the Government would reintroduce the Bar Education and Discipline Bill next session.

The *Standard* prints the following report of a "scene" in the court of Vice-Chancellor Malins on Wednesday last:—"Re *The Herne Bay Waterworks*.—The Vice-Chancellor having stated that the case had better stand till the November sittings, Mr. Glasse remarked on the inadequacy of the court to deal with the business.—The Vice-Chancellor: That is a very improper remark from you, as the leading counsel of the court, to make.—Mr. Glasse: The public will judge.—The Vice-Chancellor: Your remarks are of an infamous description. I wonder you have the audacity to make them.—Mr. Glasse (who spoke with suppressed excitement): I, standing here, will not condescend to tell your lordship what I think of you."

Obituary.

MR. ALEXANDER DAY.

Mr. Alexander Day, solicitor and notary, of Runcorn and Widnes, died at his residence, at the former place, on the 19th ult., after ten months' suffering from disease of the liver. Mr. Day was the son of the late Captain Alexander Day, R.N., and was born in 1819. He was admitted a solicitor in 1842, and settled at Runcorn about sixteen years ago, having also an office at Widnes. He carried on an extensive practice, and his legal knowledge and ability were very highly valued in the district. Mr. Day was a notary public, and solicitor to the Runcorn Public Hall Company, and to the Runcorn and Halton Water Company, and he held for several years the office of clerk to the Improvement Commissioners, but retired from the office in 1874, in which year he was appointed clerk to the county magistrates at Runcorn. He was also solicitor to the United Cheshire and Lancashire Permanent Building Society, of which body he had been one of the principal founders. He was also an active and energetic volunteer, and since 1873 he had been Captain Commandant of the Runcorn Rifle Corps. He was buried at the Runcorn Cemetery, the funeral being attended by a large number of friends and by the volunteers in uniform. Mr. Day leaves a widow and two sons.

MR. DANIEL STURDY.

Mr. Daniel Sturdy, barrister, died at Bonn-on-the-Rhine, on the 20th ult., at the age of forty-nine. Mr. Sturdy was the son of Mr. Daniel Sturdy, of Wandsworth, and was born in 1829. He was admitted a solicitor in 1850, and for several years practised at 29, Bucklersbury. He retired about ten years ago, and studied law at the University of Paris, where he received a certificate of capacity of the *Ecole de Droit*, and in Trinity Term, 1875, he was called to the bar at the Middle Temple. A few months ago he left England for the purpose of attending lectures on Jurisprudence at the University of Heidelberg. He was a warm supporter of the interests of the Barristers' Benevolent Society, to the funds of which, when still a student, he contributed a donation of 100 guineas. Mr. Sturdy leaves two daughters.

MR. WILLIAM WYKE SMITH.

Mr. William Wyke Smith, solicitor to the Metropolitan Board of Works, died at his residence, near Hampton Court, from disease of the heart, on the 22nd ult. The deceased was the son of Mr. William Smith, solicitor. He was admitted a solicitor in 1831, and for many years carried on business in partnership with his father at 16, Southampton-street, Bloomsbury. He was for several years solicitor to the old Metropolitan Commission of Sewers, and shortly after the formation of the Metropolitan Board of Works, he received the appointment of solicitor to that body, and devoted his whole time to the duties of the office. Mr. Smith's death was very sudden, as he was engaged upon the business of the Board at his office in Spring Gardens on Saturday, the 19th ult. At the meeting of the board on the 26th ult., the chairman, Sir J. M. Hogg, K.C.B., M.P., paid a high tribute to the abilities and character of Mr. Smith, and a resolution was unanimously carried expressive of the value of Mr. Smith's services, and of sympathy with his widow.

MR. JOHN SMALE TORR.

Mr. John Smale Torr, solicitor (the head of the firm of Torr, Janeway, Tagart, & Co.), of 38, Bedford-row, died at his residence, Brookfield, Mitcham, on the 23rd ult. Mr. Torr was born at Moretonhamstead, Devon, on December 13, 1818. He was admitted in 1834 to Mr. John Smale (now Sir John Smale, Chief Justice of Hong Kong), then of the firm of Tyrell, Barton, & Smale, of Exeter, solicitors, one of his fellow articled clerks being Mr. Justice Field. Mr. Torr served the last year of his clerkship in London with Messrs. Tilson, with whom, after his admission in 1840, he acted as managing clerk until 1843. He was in 1843 admitted as partner in the firm of Sudlow & Sons, then late Batty, Fisher, & Sudlow, of which on the death of Mr. J.

J. Sudlow in 1858, he became, and remained until his death, senior partner. Mr. Torr was a commissioner for oaths in the Supreme Court of Judicature in England, and a perpetual commissioner for Middlesex, London, and Westminster. He was married first in 1843, and secondly in 1856, and had a son and daughter by his first marriage, and a son by his second marriage, all of whom survive him.

MR. JOSEPH TRIGGE SCHOMBERG.

Mr. Joseph Triggs Schomberg, Q.C., recorder of Aldborough, died at his residence in Wiltshire, on the 28th ult., in his 73rd year. Mr. Schomberg, born in 1806, was called to the bar at the Inner Temple in February, 1826, but he afterwards migrated to Lincoln's Inn, of which society he was a bencher at the time of his death. He practised for many years as an equity draftsman and conveyancer, and was also formerly a member of the Western Circuit and Wiltshire Sessions. He published in 1841 an edition of the Tithes Commutation Act, and in 1842 he was appointed recorder of the borough of Aldborough, which post he retained until his death. Mr. Schomberg was created a Queen's Counsel in 1866, and shortly afterwards retired from practice.

MR. SILAS SAUL.

Mr. Silas Saul, solicitor and notary, died at his residence, Castle-street, Carlisle, on the 14th ult. Mr. Saul was born in 1803, and was admitted a solicitor in 1826. He was at first in partnership with his father and Mr. George Saul, next with Mr. John Saul, and more recently with his son Mr. Silas George Saul, who was admitted a solicitor in 1859. Mr. Saul had a large private practice, and was a notary public, a commissioner for oaths in the Supreme Court of Judicature, and a perpetual commissioner for Cumberland. He had held for many years the office of chapter clerk and solicitor, registrar and steward to the dean and chapter. Mr. Saul retired from practice a few years ago, and his business has since been conducted by his son.

The *Scotsman* says that Lord Craighill sat in vacation on Monday week, to hear evidence in an action from Glasgow. When the hour for rising came, the hearing of the evidence was not completed. His lordship thereupon stated that as no clerk had yet been appointed to his court, and as Mr. Bell, the assistant clerk, would be required to discharge his own duties in the Register House, he should adjourn the further hearing of evidence until the ensuing winter session.

On Wednesday week, Mr. Eneas Mackay, Professor of History in the University of Edinburgh, brought the practical work of the summer session of his class to a close with a lecture "On the Relations of the Scottish Universities to Education in Law." He said it was vital for the future of legal education in Scotland that it should follow the continental rather than the English model. The distinction between the two systems was that the continental closely associated legal education with the universities, while the English separated it from the universities. The continental system was an organised and liberal training which was adapted, not for professional lawyers only, but for all persons whose business in life led them to acquire a knowledge of those subjects which related to government and law. The English system, whether in or out of the universities, was an unorganised system without any sound foundation or proper arrangement of its parts. It was not particularly well adapted for the training of professional lawyers, and was comparatively useless as a training for all other persons, and their name was legion, who required in different walks of life a knowledge of law. Professor Mackay then sketched the history of the provision of legal training in Scotch universities. The chief necessity, he said, was the adoption of a division of the legal faculty so as to make one of the departments have special reference to the public service—a branch which would include political economy, the philosophy of law, international and constitutional law, both in its State and administrative aspects, and civil law, which should also include the municipal law of Great Britain and history.

LORD COLERIDGE ON THE SELECTION OF JURIES.

At the Chester Summer Assizes, Lord Coleridge, in charging the grand jury, spoke on the composition of juries. He said:—Whatever some people may think—and speaking here I don't desire to say one word that may be controversial—but, whatever some people may think of the composition or the institution of the jury, for my part I am, and always have been, a strong advocate of it, and believe in the great majority of cases questions of fact cannot be better investigated than by a jury. Whatever opinions persons may entertain of the institution of the jury, in my judgment it is too firmly rooted in the conviction of Englishmen to make it probable, or at all events, humanly speaking, possible, that any serious alteration of trial by jury can ever take place. It is, therefore, for every sensible thinking man, an object that that which is part of the constitution of the country—and it is one of the most important of its judicial institutions—should be as good as it can be; and every one must desire that trial by jury, as it is to continue, should be the best form of trial by jury that can be found. Now by the constitution our form of trial by jury is, I think, about the best form that can possibly be adopted, because by English law every man, with certain particular exceptions not very great in number, every man from the highest to the lowest, is bound to serve upon the jury, and is bound to serve upon all juries—upon the juries in this court, upon the juries in the other court, whether they are called special juries or common juries. The duty of serving upon the jury is a duty which is cast by the law upon every English subject, with certain special exceptions which I need not refer to. That is the law, and it is the common law; it is the law as formulated by repeated statutes; and I take the liberty of saying there is no lawyer, there is no judge, who would lay down the law otherwise than I am laying it down. But you know as well as I do that in practice that is not the mode in which justice is administered. You well know that in practice there are two classes of jurors, the special jurors and the common jurors, and that the special jurors by the practice throughout England, with certain limited exceptions—Lancashire I believe to be one—never do in point of fact serve upon the crown jury in criminal cases at all. It therefore happens that in the most trumpery of civil disputes either party by giving the proper notice may pick out from the jury twelve men of first-class intellect and position to try his case, yet if the highest person in the nation is to be tried for his life he has no such liberty. That is a state of things which to my mind is indefensible. It is only a matter of practice but not of law, because the law is not so, and if the law were properly administered the difficulty which I have pointed out would not and could not exist. This is a matter with me of hereditary knowledge, because the late Sir John Coleridge used to say this over and over again without the slightest reserve, yet the under-sheriffs throughout the country persist in separating, which they have no right by law to do, the classes of jurors, excluding from the ordinary jury those persons who by law ought to serve upon it. The other judges have said the same thing. I, from the earliest time that I have had the honour of a seat upon the bench, and when I had the honour of holding the office of Attorney-General, expressed my opinion, and gave my reasons for that opinion, at great length in the House of Commons; yet though nobody questioned, as nobody could question, the law, the practice, in spite of all this, has remained unchanged. The practice is not only indefensible, but, as it is administered, is manifestly unjust. The men who can best afford it are made to do the least, and are paid the most. The poor farmer or the poor tradesman, to whom time is of great value, is kept perhaps a week or ten days in an assize town, and he is obliged to be there day after day, and he is paid nothing in the criminal court and 8d. a case in the civil, whereas the person of superior rank, of superior means—though the inconvenience is no doubt the same, yet the pecuniary inconvenience is nothing like as great—has to try his single case or his two cases, and he is paid a guinea for each case. Now the reason for the extra payment of the special jurors, if the law was properly administered, is a very good and just reason, because the special jurors ought and are intended to do both duties. They don't in point of fact, but by law and constitution they ought to do both works; and therefore common jurors, if the law were properly administered, would

have no such ground for complaint as they have now. They would not be able to say that men in better positions in the world than themselves are paid more for doing less. Paid more they would be, but they would be paid more because they did more. That is really the ground of distinction between special and common jurors, and that is the law on the subject. It is in vain, however. Judges of much greater eminence than myself have laid this down again and again; it has been commented upon in public prints, and under-sheriffs throughout England must know their duty perfectly well. After consideration with my learned brother, Lord Justice Bramwell, who takes exactly the same view of this matter as I do, he and I have come to this determination: the sheriff is the person who is charged by the constitution with the returning of special and common jury lists at each assizes. The sheriff, my excellent friend on my right, really is no more responsible for it than I am or you are, but it is done in his name, and his name is signed at the bottom of the special and common jury panels. Now it would be exceedingly unjust to do anything without warning, and I am not about to do anything so unjust as that; but my learned brother and I have determined and I give this public warning of it, that if I find upon inquiry that what is a grave and an indefensible abuse of the law is persisted in by the under-sheriffs, who do the duty, I will heavily fine the sheriff, who is the only person whom the law can reach, and who is legally responsible; and if he is once fined depend upon it it will immediately throughout England produce a change in the conduct of under-sheriffs, and will bring about a proper administration of law, which they now persist in administering wrongly. Remonstrance has been tried in vain, and in consultation with my learned brother I have resolved at all events to try to bring about what I know to be the proper administration of the law in one of the most important elements—the administration of justice.

Legal News.

Twelve special jurors failed to answer to their names in the Crown Court of the Cheshire Assizes on Saturday, and Lord Chief Justice Coleridge stated that he would fine the absentees £20 each.

A lawyer once asked the late Judge Pickens, of Alabama, to charge the jury that "it is better that ninety and nine guilty men should escape than one innocent man should be punished." "Yes," said the judge, "I will give that charge, but, in the opinion of the court, the ninety and nine guilty men have already escaped in this country."

At the Kerry Assizes, in the case of John Heffernan, who was tried before the Lord Chief Justice for the murder of Julia Clifford, the jury, after deliberating for three hours and a half, returned into court with a finding of "Guilty on suspicion." When told that this was no verdict, and reminded of the chain of circumstantial evidence which they could hardly get over, they stated that if they were there till morning they could not find any verdict. The majority were for a conviction. At ten p.m. his lordship discharged them.

On Thursday week, in the House of Commons, in answer to Mr. Hopwood, the Attorney-General said "the attention of my hon. and learned friend will have been called, no doubt, to a report (which has quite recently been laid on the table of the House) made by a number of judges, who have considered (among other matters) the arrangements which should be made for holding civil assizes in Manchester and Liverpool. The committee recommend that in the places mentioned three civil assizes shall be held—one in spring, one in summer, and one in autumn, in the month of October. This recommendation will, I believe, be carried into effect. If it is, such rules and orders as may be necessary will be made."

The new stipendiary magistrate of Salford (Mr. Joseph Makinson) took his seat upon the bench on Monday for the first time. He was introduced to the court by the Mayor (Mr. Alderman Walsley), who said that the lay magistrates would at all times be pleased to give the stipendiary all the assistance in their power. On their behalf and on behalf of the council,

he wished Mr. Makinson might live long to preside over that court, and to give satisfaction to all who took part in its affairs and to the public generally. Mr. Leresche said it was a matter of satisfaction that the selection of a stipendiary magistrate for Salford should have been made from the bar of that district, and that the appointment should have fallen upon one who was so sincerely respected by his fellows as Mr. Makinson. Mr. Makinson acknowledged these expressions, and the business of the court was proceeded with.

The *Times* gives the following as the state of public business on Monday last:—The number of Government Bills introduced this session has been 91. Of these 41 have received the Royal Assent, 13 have passed all their stages and only await the Royal Assent, four are waiting for the consideration of Lords' or Commons' amendments, 13 are in committee, 12 are waiting for second reading, and the remaining 8 have been withdrawn or dropped. The number of public Bills introduced this session by private members was 138. Of these 19 have received the Royal Assent, 12 have passed all their stages, and will receive the Royal Assent in due course; four are now waiting for the consideration of Lords' or Commons' amendments, 12 are in committee, 11 are waiting for second reading, and the whole of the others, 80 in number, have been withdrawn, dropped, or postponed for six months.

A jury in the Crown Court of the Liverpool Assizes on Saturday, distinguished itself, says the *Liverpool Daily Post*, by a verdict which led the Lord Chief Justice to the conclusion that its services might advantageously be at once dispensed with. A woman named Ford was charged with burglary. There was no doubt about her having entered the premises during the night time, and when she was apprehended next morning a small carpet bag, containing a complete set of housebreaking instruments was found upon her. The defence was that these proceedings were the unfortunate results of an attack of neuralgia. The prisoner, it was said, had taken chloral to deaden the pain, and her brain had become disordered. The jury considered that this simple and affecting explanation quite accounted for the facts of the case—including the possession of the before-mentioned complete set of housebreaking instruments—and found that, although the woman was "guilty of being on the premises," she had no felonious intent. The Lord Chief Justice said that in the whole course of his experience he had never heard a verdict which shocked him so much; and he immediately ordered another jury to be formed.

An interesting question, says the *Scottish Journal of Jurisprudence*, arose in *Barr v. Cochrane*, on June 8. The proprietor of a landed estate let a farm to certain tenants on a lease whereby he bound himself to put certain houses, &c., into good and sufficient repair. A year afterwards he sold the estate, before he had executed these repairs, and the tenants called upon the purchaser to implement his predecessor's bargain; the seller thereupon admitted his liability, and obliged himself to carry out his undertaking with the tenants, but subsequently settled with them by a cash payment, and obtained a discharge from them. In these circumstances the purchaser raised an action against the seller to compel him to execute or pay the expense of executing the repairs. The court held, though with one dissentient voice, that the only creditors in the obligation were the tenants, and although the case was somewhat special, owing to an almost conclusive sentence in one of the purchaser's letters, that it was "not me, but Inch and Mark (the tenants), you must satisfy;" still, apart from that, it must be remembered that in the lease, upon which alone the whole claim could be based, these very stipulations were not on the lessor's but on the lessee's side, and could be enforced only by the latter. They having discharged their claim, it is not easy, as the Lord Ordinary observed in his note, to see that the purchaser could have any right to enforce this portion of the contract. It may be true that he would have been more benefited by the inaction of the tenants on the fulfilment of the bargain, still that in itself afforded no ground of action.

On Wednesday, before Vice-Chancellor Malins, Mr. Glasse, Q.C., made an application in *Re De Tourville*, that the depositions of the witnesses who gave evidence on the trial of De Tourville in Austria for the murder of his wife might be brought into chambers to be used as evidence in

support of a question of law which was to be raised respecting the will of Madame de Tourville. The Vice-Chancellor said—I understand the question of law is this—whether when a man knows that his wife has made a will in his favour and then murders her in order to hasten the devolution of his interest—whether that avoids the bequest in his favour under the will. I have always considered that this court is satisfied with proof of the conviction having been arrived at according to the laws of a foreign country. The effect of my having the depositions produced before me would amount to my having to try the man for murder. Mr. Bristowe, Q.C., stated that the evidence of the conviction of De Tourville had been presented before the benchers of the Middle Temple for the purpose of disbarring him, and when they found that the appeal from the decision of the trial had been refused and that the only chance of a reprieve rested upon the clemency of the Emperor, the benchers had actually disbarred him. Mr. Glasse said that the question had been very fully considered by several eminent counsel, who had formed an opinion that the court could not be satisfied with the evidence of a conviction in Austria, but that the depositions must be given in evidence. The Vice-Chancellor thought that in these circumstances he could not refuse to have the evidence produced, and acceded to the application, and directed the case to stand for Monday next.

The select committee of the House of Commons on local administration have reported:—"1. That burial boards, where they exist in urban sanitary districts in England, shall be merged in the urban sanitary authorities of such districts respectively. 2. That wherever practicable, the power of burial boards, highway boards, and lighting inspectors in rural sanitary districts in England shall be transferred to the board of guardians or the rural sanitary authority of the district. 3. The guardians of the poor, members of local boards and of burial boards, and waywardens in England be elected at the same time of the year, and, where elections are held for identical areas, as far as possible by one returning officer and by one election. 4. That proxy voting papers be liable to a stamp duty of 1d. 5. That as regards England, Scotland, and Ireland, the voting-paper system shall be simplified and amended; that when in England and in Ireland two-thirds of any board of guardians, or in Scotland two-thirds of any parochial board, resolve at a special meeting, called for the purpose, that it is desirable to conduct an election by the attendance of the voters at one or more polling places, instead of by the delivery of voting-papers, it shall be lawful for the returning officer to conduct the next ensuing elections accordingly, subject to such provisions as may be prescribed by statute for the regulation of such elections. 6. That, as regards England, Scotland, and Ireland, the regulations for the nominations of candidates shall, as far as practicable, be assimilated. 7. That the recommendations contained in paragraph 5 be applied, as far as practicable, to the election of local boards in England. 8. That guardians of the poor in England and Ireland, and members of parochial boards in Scotland, shall be elected for three years, and that in each case all should retire together. 9. That if any casual vacancy in the office of a member of a board of guardians or of a member of a parochial board occurs by death, resignation, disqualification, or otherwise, such vacancy be filled up by the remaining members of the board, if a quorum, at a special meeting of the board to be called for the purpose. 10. That remuneration to the clerks of guardians in England for their additional labour in conducting contested elections be provided for in their annual salary; that the present system of payment be discontinued, and that the actual cost of conducting the elections be paid for by the guardians out of the rates. 11. That in all cases of contested elections each candidate or his agent shall be at liberty to attend at the counting of the voting-papers, and to refer to the decision of the returning officer as to the legality of any particular vote. 12. That the regulations with reference to proxy papers be revised, amended, and assimilated in the three kingdoms. 13. That the system of revision of the list of voters in Ireland be assimilated to that of England."

County Courts.

WAKEFIELD.

(Before Mr. SERJEANT TINDAL ATKINSON, Judge.)

May 7.—*Dawes v. Slack.*

False imprisonment—Reasonable and probable cause—Assault.

His Honour, in giving judgment in this case, said:—The plaintiff brings this action against the defendant, a sergeant of the West Riding constabulary, for having, on the 6th of November last, at Ardsley, without reasonable and probable cause, imprisoned him on a charge of felony, and for having committed a further trespass in searching his house without having previously obtained a search warrant. The plaintiff had for nine months previously been employed by the Great Northern Railway Company as a porter, and on the 5th of November, the day previous to his apprehension, he was discharged from the company's service for an alleged irregularity in giving a ticket which had been issued to a man who was afterwards convicted at Wakefield for travelling on the railway without a ticket. Several robberies from the goods trucks had taken place at the Ardsley Station while the plaintiff was in the company's service. On the 6th of November the station-master (Strickland) having heard from one Abraham Arundel, a shopkeeper at Ardsley, that he (Arundel) had been told by a Mrs. Jones, the wife of a railway guard, that one night in August she was returning home from the station with the plaintiff and his wife when the plaintiff took up a large parcel by the side of the railway, threw a coat over it, and carried it home, Strickland communicated this statement to the defendant. The defendant had also heard that the plaintiff had been seen carrying home parcels late at night from the station, he being at the same time under the influence of liquor, and also that he was about to dispose of his furniture and leave the country. No charge appears to have been made by the railway authorities or any directions given to take the plaintiff into custody, but the defendant was left to exercise his own judgment on the whole matter. On the noon of the 6th of November the defendant went with Scott, a police-constable, to the plaintiff's house, and stated that he had come to apprehend him on a charge of robbing the railway company. He then directed Scott to take the plaintiff to the lock-up at Ardsley, which Scott, after handcuffing the plaintiff, proceeded to do. The defendant then searched the house, but nothing of a criminatory or suspicious character was found, except some pawnbrokers' tickets, which related principally to articles of women's clothing. The plaintiff was confined in the cell of the lock-up all night, and was in the morning handcuffed and chained to a number of others who were under various charges about to be examined before the magistrates, and in that state he had to walk along the highroad from Ardsley to Wakefield. On being brought before the magistrates no evidence was offered, nor was any charge gone into, and at the instance of defendant himself the plaintiff was discharged. Upon these facts the plaintiff contends that he is entitled to damages on three grounds: first, that as to the imprisonment, no reasonable or probable cause existed at the time which justified it; second, that handcuffing the plaintiff, there being no reason to suppose that the plaintiff would attempt to escape, was an illegal act; and, thirdly, that the search which took place by the defendant of the plaintiff's house, after his apprehension, being made without a search warrant, was an act of trespass which in itself, without the imprisonment complained of, would entitle the plaintiff to damages. With regard to the apprehension of the plaintiff by the defendant, on the charge of felony, it becomes important to see whether there was a ready and obvious mode of ascertaining the truth of the hearsay statement made to the station-master by Arundel; in other words, what ought to have been the conduct of a cautious and discreet man before proceeding to the extremity of taking the plaintiff into custody, without a warrant, on a charge of felony. It must be observed in this case that the defendant proceeded mainly upon a statement of Strickland, the station-master, who heard it second-hand from one who professed to have it from the wife of a railway guard, namely, that in August, three months before the apprehension, she had seen the plaintiff take up a parcel by

the side of the railway, and throw his coat over it previously to taking it to his house. In the case quoted by Mr. Williams, the defendant's advocate at the trial, namely, *Lister v. Perryman*, 37 L. J. Ex. H. L. 166, I find an expression in Lord Chelmsford's judgment with regard to hearsay in cases of this kind, namely, "That if the defendant had acted without further inquiry, immediately upon what he had heard," which was mere hearsay, "I should have agreed that it was not the course which a reasonable and discreet man would have adopted, and that he would have deprived himself of all ground of defence to the action." In that case, the defendant, who was the plaintiff in the cause below, had been confronted with the witness who gave the information, and who had accused him of having a stolen gun in his possession. No such circumstance as this exists in the present case. No explanation had been asked of the plaintiff previous to the imprisonment; no inquiry made by the defendant of the guard's wife as to what was, no doubt, if it took place, a suspicious circumstance; and applying the dictum of Lord Chelmsford to all the facts upon which the suspicion of the defendant here was grounded, I fail to see that it was the course which "a reasonable and discreet man ought to have adopted to take the plaintiff into custody without further inquiry and investigation." In the case in question the Lord Chancellor says, "Now, of course it is one thing for a man to say that he heard a person say so-and-so has stolen the gun, and it is another thing for him to say that he heard that person accuse the man himself of stealing the gun." The additional facts, that the defendant had heard that the plaintiff had been seen carrying home parcels late at night, and that he was about to dispose of his furniture and leave the country, do not, in my opinion, carry the case for the defendant any further. No action was taken upon the statement at the time, and as to selling the furniture for the purpose alleged it was, like the other statements, founded upon hearsay only. Even if I had been of opinion that reasonable and probable cause existed for the apprehension, I must, upon the facts proved, have found a verdict for the plaintiff for an assault, on the ground that an illegal act had been committed by the defendant by handcuffing the plaintiff, who had shown no intention of resisting, had made no attempt at escape, nor was there any reasonable ground to fear a rescue by such an act. "Such a degree of violence and restraint," observes Mr. Justice Bayle, "in the case of *Wright v. Court* (4 Barn. & Cress. 596), upon the person, cannot be justified even by a constable, unless he makes it appear that there are good, special reasons for his resorting to it." There were no good, special reasons in this case for putting handcuffs on the plaintiff, and it is well to be known that handcuffing and chaining unconvicted prisoners without a reasonable belief that it is absolutely necessary is an illegal act, and subjects the parties to an action at law. With regard to searching the plaintiff's house without a warrant, I am of opinion that no leave and licence for that purpose was given by the plaintiff, and that it constituted a trespass, for which the defendant is liable in damages. Upon the whole case there must be a verdict for the plaintiff. It is to be regretted that the offer made before the trial by the plaintiff to accept an apology and the costs, and withdraw from the case, was not accepted. It is clear that so far as the justification relied upon by the defendant as an answer to the action is concerned, that no circumstance had occurred subsequently to the apprehension which would have altered his view when before the magistrates, that there was no case against the plaintiff which would have justified him either in pressing for a committal or asking for a remand; and the fact itself, in withdrawing from the case, to my mind, shows that, when the heated suspicion of the night before had had time to cool, he found that in the execution of his duties he had not been guided to the execution of those duties by ordinary reason, care, and caution. I am told, and am quite willing to believe, that the defendant is a highly-respected and meritorious officer of the West Riding police force; and I further believe that in what he did he was actuated by no personal malice towards the plaintiff, and that he honestly believed in arresting the plaintiff he was within the circle of his duty in making an effort to detect crime. But, however praiseworthy the motive, in cases in which the liberty and character of a person are

concerned, no suspicion, unless it is such as to warrant a well-founded belief that there is reasonable and probable cause for the assumption that the party who is the object of such suspicion has been guilty of the felony, will justify an arrest. In this case there was undue haste in arriving at the conclusion that the plaintiff, upon mere hearsay only, had been a party to the felony of abstracting goods from the railway trucks at Ardsley, and, under this conviction, I have no other alternative but to find a verdict for the plaintiff, damages £25.

E. T. Atkinson, barrister, for the plaintiff.

Williams, for the defendant.

New Orders, Etc.

THE PUBLIC OFFICES FEES ACT, 1866.

Fees payable to the Crown with respect to the services of the law offices in connection with patent hearings.

We, being two of the Lords Commissioners of her Majesty's Treasury, do, in pursuance of the said Act, and with the concurrence of the law officers of the Crown, hereby declare and direct that, from and after the 1st of July, 1878, the fees payable to the Exchequer upon the hearings of patent oppositions and for disclaimers shall be collected by means of stamps, and that the said fees shall be paid at the office of the clerk to the Commissioners of Patents for Inventions instead of as heretofore at the offices of the Attorney and Solicitor-General, and, in pursuance of the 3rd section of the above-named Act, we further direct that impressed stamps alone shall be used.

Fees payable to the Clerk of the Patents to the Attorney and Solicitor-General in respect of warrants for letters patent to be passed under the Great Seal.

We, the undersigned, being two of the Lords Commissioners of her Majesty's Treasury, in pursuance of the provisions of the said Act, hereby declare and direct that, on and after the 1st of July, 1878, the fees payable to the Clerk of the Patents to the Attorney and Solicitor-General in respect of warrants for letters patent to be passed under the Great Seal, shall be as set forth in the annexed schedule, and shall be collected by means of stamps.

And in pursuance of the provisions aforesaid, we further declare and direct that impressed stamps only shall be used, and that such stamps shall be impressed upon the Royal Warrant prepared in the said office, to be passed under the Great Seal pursuant to the Act 14 & 15 Vict. c. 82.

Given under our hands this 24th day of June, 1878.

J. D. ELPHINSTONE.
ROW. WINN.

The Schedule of Fees above referred to.

On a Charter of Incorporation of a public company or society or town, or any other charter:—

On the first skin	...	...	...	£15	0	0
On every other skin	15	0	0

On the grant of the dignity of a Peer of the United Kingdom	30	0	0
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On each additional grant and each remainder	25	0	0
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On the grant of the dignity of a Baronet	20	0	0
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On each remainder	15	0	0
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On the grant of the dignity of a Knight	10	0	0
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On an appointment to an office, licence in mortmain, licence for a theatre, congé d'eliré, royal assent, restitution of temporalities, presentation, civil commission, pension, and on every other warrant for letters patent not comprised in the above:—

On the first skin	...	...	...	10	0	0
On every other skin	...	...	...	10	0	0

Under the Stamp Duties Act (33 & 34 Vict. c. 97), a stamp duty of ten shillings is payable to revenue in respect of every warrant under the Royal Sign Manual. That duty (which will be separately impressed on the warrant) is included in the amounts set forth in this schedule.

Legislation of the Week.

HOUSE OF LORDS.

JULY 25.—BILLS READ A SECOND TIME.

DEBTORS ACT AMENDMENT.

BILLS PASSED THROUGH COMMITTEE.

COMMUTATION OF TITHE. WEIGHTS AND MEASURES.

POLICE (EXPENSES) ACT CONTINUANCE.

BILL READ A THIRD TIME.

COUNTY OF HERTFORD.

JULY 26.—BILL READ A SECOND TIME.

METROPOLITAN BOARD OF WORKS (MONEY).

BILLS READ A THIRD TIME.

EFFING FOREST. POLICE (EXPENSES) ACT CONTINUANCE.

JULY 29.—BILL PASSED THROUGH COMMITTEE.

METROPOLITAN BOARD OF WORKS (MONEY).

BILLS READ A THIRD TIME.

FRESHWATER FISH PROTECTION. WEIGHTS AND MEASURES.

COMMUTATION OF TITHE.

JULY 30.—BILL READ A SECOND TIME.

NAVAL DISCIPLINE AMENDMENT.

BILL PASSED THROUGH COMMITTEE.

DEBTORS ACT AMENDMENT.

BILLS READ A THIRD TIME.

CORRID (GALWAY) RIVER. METROPOLITAN BOARD OF WORKS (MONEY).

HOUSE OF COMMONS.

JULY 25.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Treherne's Estate, Vane-Tempest Settled Estate.

JULY 26.—BILL IN COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS) (new clauses).

BILLS READ A THIRD TIME.

HIGHWAYS. ADMIRALTY AND WAR OFFICE (RETIREMENT OF OFFICERS).

BILL READ A SECOND TIME.

DUKE OF CONNAUGHT'S ANNUITY.

JULY 28.—BILL READ A THIRD TIME.

PRIVATE BILL.—Marquis of Exeter's Settled Estate.

BILLS IN COMMITTEE.

DUKE OF CONNAUGHT'S ESTABLISHMENT (passed through committee). CONTAGIOUS DISEASES (ANIMALS) (new clause).

JULY 31.—BILLS READ A SECOND TIME.

CONSOLIDATED FUND (No. 4). DISQUALIFICATION OF MEDICAL RELIEF REMOVAL.

BILLS PASSED THROUGH COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS). PRISONS (OFFICERS' SUPERANNUATION).

BILLS READ A THIRD TIME.

PRISONS AUTHORITIES ACT (1874) AMENDMENT. DUKE OF CONNAUGHT'S ESTABLISHMENT.

Law Student's Journal.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS COURSE OF LECTURES, 1878.

Subjects and Professors,

Jurisprudence, including International Law, Public and Private—Roman Law—and Constitutional Law and Legal History.

Joint Professors—Frederic Harrison, Esq., James Bryce, Esq., D.C.L.

Equity.

Professor—Arthur Shelly Eddis, Esq., Q.C.

The Law of Real and Personal Property.

Professor—Joshua Williams, Esq., Q.C.

The Common Law.

Professor—Sir James FitzJames Stephen, Q.C., K.C.S.I.

Prospectus of the Lectures of the Professors.

JURISPRUDENCE.

The Professor of Jurisprudence will, during the ensuing educational term, conclude his course of lectures on the general theory of contract; and he will subsequently give

a course of lectures on principles of contract as affected by the conflict of municipal laws.

There will be ten lectures during the term.

The course will commence on Monday, November 4, at 3 p.m., and will be continued on Thursdays and Mondays at the same hour.

EQUITY.

The Professor of Equity will deliver during the ensuing educational term, twelve lectures upon the principles of equity in connection with trusts and powers.

The first lecture will be delivered on Wednesday, November 6, at 4.15 p.m., and the subsequent lectures at the same hour on Fridays and Wednesdays during the term.

LAW OF REAL AND PERSONAL PROPERTY.

The Professor of the Law of Real and Personal Property will deliver, during the ensuing educational term, twelve lectures on the subject of copyholds.

The first lecture on this subject will be delivered on Tuesday, November 5, at 4.15 p.m.

The subsequent lectures will be delivered on Saturdays at 3.15 p.m., and on Tuesdays at 4.15 p.m.

COMMON LAW.

The Professor of Common Law will deliver, during the ensuing educational term, twelve lectures on the law of contracts.

The first lecture on this subject will be delivered on Monday, November 4, at 4.15 p.m.

The subsequent lectures will be delivered on Thursdays and Mondays at the same hour.

NOTE.—In December next there will be four examinations, one in the subject of the lectures given by each professor, open (subject as hereinafter mentioned) to all students who have during the year attended the lectures of any of the professors, but no student will be admitted to the examination in the subjects of the lectures of any professor unless he shall have attended at least two-thirds of the lectures given during the year by such professor. No student will be admitted to more than two examinations; and no student who shall have obtained a studentship will be admitted to any such examination.

After the examinations the following prizes will, on the recommendation of the committee, be given (that is to say):—

To the students who shall have passed the best examination in the subjects of the lectures of each professor, first prize, £50; second prize, £25; third prize, £15; fourth prize, £10; and a first and second prize of £70 and £30, respectively, to the students who obtain the greatest aggregate number of marks in the examination in the subjects of the lectures given by any two of the professors.

No student will be entitled to more than one prize, but a student will receive the prize of the highest value to which he shall appear to be entitled.

The committee will not be obliged to recommend any of the above prizes to be awarded, if the result of the examination be such as, in their opinion, will not justify such recommendation.

Any further information required by students may be obtained on application to the clerk of the council, Lincoln's Inn Hall.

By Order of the Council,

(Signed) S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's Inn,

July 19, 1878.

MICHAELMAS EXAMINATION, 1878.

Examination of Candidates for Pass Certificates.

The attention of students is requested to the following rules:—

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz., (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in October next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Wednesday the 9th day of October next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the bar; or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will commence on Tuesday, the 22nd day of October next, and will be continued on the Wednesday, Thursday, and Friday following.

It will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Tuesday morning, October 22, at ten, on the law of real and personal property; Wednesday morning, October 23, at ten, on common law; Thursday morning, October 24, at ten, on equity; Friday morning, October 25, at ten, on Roman law; Friday afternoon, October 25, at two, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law and legal history, or Roman law; common law or equity; and real and personal property law.

The examiner in the law of real and personal property will examine in the following subjects:—The creation, devolution, and disposition *inter vivos*, and by will, of estates, and interests in and powers over real and personal property, including estates and interests, by way of statutory use, and of trust. Candidates will be examined in the elements of the foregoing subjects.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) Criminal law; (3) The procedure in an action in the Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice. Candidates will be examined on general and elementary principles of law.

The examiner in equity will examine in the following subjects:—(1) Administration; (2) Fraud. Candidates will be examined in the above-mentioned subjects.

The examiners in Roman law will examine in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiners in constitutional law and legal history will examine in the following books and subjects:—(1) Stubbs' Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law. Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

NOTE.—Only students admitted prior to January 1, 1873, and who are candidates for a pass certificate, have an option of passing in constitutional law, and legal history, or Roman law; common law or equity; and real and personal property law.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, Aug. 5	Mr. Holdship	Mr. Ward	Mr. Milne
Tuesday 6	Teesdale	Pemberton	Merivale
Wednesday 7	Holdship	Ward	Milne
Thursday 8	Teesdale	Pemberton	Merivale
Friday 9	Holdship	Ward	Milne
	V. C. BACON.	V. C. HALL.	Mr. Justice FRY.
Monday, Aug. 5	Mr. Koe	Mr. King	Mr. Latham
Tuesday 6	Clowes	Farrer	Leach
Wednesday 7	Koe	King	Latham
Thursday 8	Clowes	Farrer	Leach
Friday 9	Koe	King	Latham

The Long Vacation will commence on Saturday, the 10th day of August, and terminate on Thursday, the 24th day of October, 1878, both days inclusive.

SALES OF ENSUING WEEK.

August 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., absolute reversion (see advertisement, p. 4, this week).

August 7.—Messrs. WEATHERALL & GREEN, at the Mart, at 2 p.m., freehold and leasehold properties and shares (see advertisement, p. 4, this week).

August 8.—Messrs. FURBER & DANNAN, at the Mart, at 2 p.m., leasehold property (see advertisement, p. 5, July 27).

August 8.—Messrs. C. C. & T. MOORE, at the Mart, at 1 p.m., freehold and leasehold properties (see advertisement, p. 4, this week).

August 9.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., absolute reversion and freehold property (see advertisement, see pages 4, July 13 and 27).

PUBLIC COMPANIES.

August 1, 1878.

GOVERNMENT FUNDS.

3 per Cent. Consols, 95½	Annuitias, April, '85, 9½
Ditto for Account, Sept. 2, 95½	Do. (Red Sea T.), Aug. 1868
Do. 3 per Cent. Reduced, 95½	Ex Billa, £1000, 2½ per Ct. 10 pm
New 3 per Cent., 95½	Ditto, £500, Do., 10 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & 2½ per Ct. 10 pm
Do. 3½ per Cent., Jan. '94	Bank of England Stock, 203
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuitias, Jan. '80	

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 103½	Inf. Pr. ½ per Cent., May, '85
Ditto for Account, —	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 104½	April, '64
Ditto, ditto, Certificates —	Do. Do. 5 per Cent., Aug. '73
Ditto Enfaced Pr., 4 per Cent. 78	Do. Bonds, 4 per Cent. £1000
2nd Inf. Pr., 5 per C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	—
Stock Caledonian	100	112½
Stock Glasgow and South-Western	100	99
Stock Great Eastern Ordinary Stock	100	51½
Stock Great Northern	100	112½
Stock Do., A Stock	100	112½
Stock Great Southern and Western of Ireland	100	123
Stock Great Western—Original	100	135
Stock Lancashire and Yorkshire	100	141
Stock London, Brighton, and South Coast	100	204
Stock London, Chatham, and Dover	100	147½
Stock London and North-Western	100	136½
Stock London and South-Western	100	84
Stock Manchester, Sheffield, and Lincoln	100	115
Stock Metropolitan	100	68
Stock Do. District	100	127
Stock Midland	100	94
Stock North British	100	146½
Stock North Eastern	100	162
Stock North London	100	60
Stock North Staffordshire	100	70
Stock South Devon	100	132½
Stock South-Eastern	100	—

* A receives no dividend until 5 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARK.—July 26, at 18, Montem-road, Forest-hill, the wife of William J. Hyne Clark, barrister-at-law, of a son.

PEACOCK.—July 27, at 4, Morland-road, Addiscombe, the wife of Richard Henry Peacock, of Gray's-inn, solicitor, of a daughter.

PRESTON.—July 20, at 1, Carlsburg, Bournemouth, the wife of Donald W. Preston, solicitor, of a daughter.

FRITCHARD.—July 26, at 8, Gloucester-place, Hyde-park, the wife of T. S. Fritchard, barrister-at-law, of a son.

SHEPHEARD.—July 28, at 13, Tavilton-street, Gordon-square, the wife of Wallwyn Poyer B. Shephard, of Lincoln's-inn, barrister-at-law, of a son.

SHIELL.—July 26, at 19, Windsor-street, Dundee, the wife of John Shiell, solicitor, of a son.

MARRIAGES.

BETTS.—Farlow.—July 30, at St. Stephen's, Avenue-road, Regent's-park, Cecil Augustus Betts, of Gray's-inn, solicitor, to Mary Ann Emma, daughter of Charles Farlow, of St. Edmund's-terrace, Regent's-park.

OMOND.—WRIGHT.—July 23, at Edinburgh, George William Thomson Omond, advocate, Edinburgh, to Margaret Isabelle Alice, daughter of the late James Wright, of 13, Ainalie-place, Edinburgh.

OMOND.—IRVING.—July 25, at Arnot Hill, Falkirk, Thomas Stewart Omond, barrister-at-law, to Christian Katherine, daughter of the late Rev. Lewis Hay Irving, Falkirk.

DEATHS.

GRANT.—July 24, at Glen Aldie, Tain, Ross-shire, John Grant, solicitor, aged 71.

SCHOMBURG.—July 28, at Seend, Wilts, Joseph Trigge Schomburg, Q.C., bencher of Lincoln's-inn, recorder of Aldborough, Suffolk, aged 72.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, July 26, 1878.

Flagstaff Silver Mining Company of Utah, Limited.—Petition for winding up presented July 25, directed to be heard before M.R. on Aug 3. Manbey, Chancery lane, solicitor for the petitioner.

Meat Provision Trades Review, Limited.—Creditors are required on or before Aug 31, to send their names and addresses, and the particulars of their debts and claims to Robert Prond Lambert, Clapham rd, Lambeth. Monday, Oct 28 at 12, is appointed for hearing and adjudicating upon the said debts and claims.

North British Oil and Candle Company, Limited.—Petition for winding up, presented July 23, directed to be heard before the M.R. on Aug 2. Linklater and Co, Wobbrook, solicitors for the petitioners.

Willenden Press Association, Limited.—Petition for winding up presented July 19, directed to be heard before the M.R. on Aug 3. Alsop and Co, Great Marlborough st, solicitors for the petitioner.

LIMITED IN CHANCERY.

TUESDAY, July 30, 1878.

Agricultural Auction and Agency Company, Limited.—Petition for winding up presented July 27, directed to be heard before V.C. Malins on Aug 7. Rocks and Co, King st, Cheapside, solicitors for the petitioner.

Beverly Iron and Waggon Company, Limited.—By an order made by V.C. Hall, dated July 19, it was ordered that the above company be wound up. Dommett, Grosvenor st, agent for Slater and Turnbull, Manchester, solicitors for the petitioner.

Brighton Co-operative Stores, Limited.—By an order made by V.C. Malins, dated July 19, it was ordered that the above company be wound up. Newman, Draper's gardens, Throgmorton avenue, solicitor for the petitioner.

British Alliance Assurance Corporation, Limited.—By an order made by V.C. Malins, dated July 19, it was ordered that the above company be wound up. Robinson, Philip-lane, solicitor for the petitioners.

Chollerford (Roman Wall) Hydropathic Establishment Company, Limited.—By an order made by the M.R., dated July 20, it was ordered that the above company be wound up. Ellis and Co, St. Swithin's lane, solicitors for the petitioners.

Crown Match Company, Limited.—Creditors are required, on or before Aug 30, to send their names and addresses and the particulars of their debts or claims to William Henry Farnell, Guildhall chambers. Sunday, Oct 26 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Great Western and Parisian Laundry Company, Limited.—By an order made by the M.R., dated July 20, it was ordered that the voluntary winding up of the above company be continued. Ellis and Co, St. Swithin's lane, solicitors for the petitioner.

Holywell and District Waterworks Company, Limited.—The M.R. has fixed Aug 7 at 12, at his chambers as the time and place for the appointment of an official liquidator.

Val Barbina (Italian) Nickel Mining Company, Limited.—Petition for winding up presented July 29, directed to be heard before V.C. Malins on Aug 7. Abrahams and Co, Old Jewry, solicitors for the petitioners.

COUNTY PALATINE OF LANCASTER.

FRIDAY, July 26, 1878.

Grosvenor Colliery Company, Limited.—Petition for winding up presented July 17, directed to be heard before the V.C. on Aug 6 at St. George's Hall, Liverpool. Chester and Co, Staple inn, agents for Hulme and Co, Manchester, solicitors for the petitioner.

STANNARIES OF CORNWALL.

TUESDAY, July 30, 1878.

North Trekerby Mining Company.—Petition for winding-up presented July 25, directed to be heard before the Vice-Warden at the Prince's Hall, Truro, on Aug 12 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 8, and notice thereof must be given to the petitioners or their solicitor. Paul, Truro, solicitor to the petitioner.

STANNARIES OF DEVON.

TUESDAY, July 30, 1878.

Frank Mills Mining Company.—Petition for winding up presented July 25, directed to be heard before the Vice Warden, at the Prince's

Hall, Truro, on Aug 15 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 12, and notice thereof must be given to the petitioners, or their solicitors. Hodge and Co, Truro, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, July 26, 1878.

Kilton-in-Lindsey Industrial Co-operative Society, Limited, Kilton-in-Lindsey. July 20.

TUESDAY, May 30, 1878.

Forest Union Lodge, Grand United Order of Odd Fellows' Friendly Society, Colns District, Trawden, nr Colne, Lancashire. July 26.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 12, 1878.

Amies, Elizabeth, Wolverhampton. Sept 1. Milner v. Milner, V.C. Hall. Riley, Wolverhampton.

Arundell, Cecil, Keppell st, Russell sq, Solicitor. Aug 12. Arundell v. Arundell, M.R. Miller and Miller, Sherborne lane.

Curphey, Matthias Thomas, Liverpool st, Walworth, Gent. Aug 12. Curphey v. Curphey, M.R. Pawle, New inn, Strand.

Fryer, Isaac, Kinson, Dorset, Esq. Sept 1. Fryer v. Fryer, V.C. Hall.

Dorman, Essex st, Strand.

Fuller, William Henry, Lawrence, Coimbatore, Madras. Major in H.M.'s Indian Army. Nov 2. Fuller v. Toner, V.C. Malins. Godsall, Furnival's inn, Holborn.

Schofield, John, Heywood, Lancashire. Oct 15. Booth v. Schofield, V.C. Malins. Grundy, Bury.

Smith, John, Bishopstoke, Meulman. Oct 19. Cooksey v. Flak, V.C. Malins. Hickman, Southampton.

TUESDAY, July 16, 1878.

Bridgwater, John, Brecon, Tanner. Aug 19. Bridgwater v. Bridgwater M.R. Bridgwater, Brecon.

Pearce, Robert, Easton, Dorset, Farmer. Aug 20. McLean v. Smith, V.C. Bacon. Swaine, Cheapside.

Thomas, John, Tyr Gribb, Llanelly, Carmarthen, Farmer. Oct 15. Thomas v. Thomas, V.C. Malins. Howell, Llanelly.

Walker, William, Ranskill, Nottingham, Farmer. Aug 17. Jordan v. Walker, M.R. Hearfield, Hul'

Weatherhead, Henry, Park villas, Upper Holloway, Esq. Oct 15. Weatherhead v. Evors, V.C. Malins. Williams, Guildford st, Russell sq.

FRIDAY, July 19, 1878.

Anderson, Joseph, Campden Hill gardens, Esq. Aug 19. White v. Anderson, M.R. Murray, Birchln lane.

Campbell, Robert, Great Marlborough st, Gent. Sept 30. Orford v. Baron Kinnaird, V.C. Malins. Dimond, Henrietta st, Cavendish square.

Cowley, Thomas, Inkberrow, Worcester, Farmer. Aug 31. Cowley v. Averill, V.C. Malins. Clarke, Bedford row.

Frost, George, Bolsover st, Licensed Victualler. Sept 1. Frost v. Lambert, V.C. Hall. Maude, Great Winchester st buildings.

Geldard, Jane, Barnard Castle, Durham. Aug 31. Charge v. Mitchell, V.C. Malins. Palmer, Essex st, Strand.

Lovell, Benjamin, Alma villas, Hackney, Gent. Sept 15. Mores v. Lovell, M.R. Syme and Sons, Furnival's inn.

Nightingale, George, Coxley, Wells, Yeoman. Oct 1. Pike v. Hobbs, V.C. Bacon. Hobbs, jun, Wells.

Skidmore, Blanche, Netherpton, rr Dudley, Iron Tube Manufacturer. Aug 21. Slade v. Skidmore, V.C. Hall. Sanders, Birmingham.

Walton, Christopher, Ludgate Hill, Jeweller. Oct 1. Walton v. Walton, V.C. Malins. Batten, Fetter lane.

TUESDAY, July 23, 1878.

Anwyl, Watkin, Pwllheli, Carnarvon. Aug 23. Anwyl v. Davies, M.R. Jordan, Westminster chambers, Victoria st.

Blaise, Francois Frederick Louis, St James's st, Surgical Instrument Maker. Sept 30. Blaise v. Russell, V.C. Malins. Rogers, Knight Rider st.

Gerbow, John. Oct 25. Hyde v. West, M.R.

Howley, Catherine, Theobald's rd. Oct 10. Parker v. Shackell, V.C. Hall. Young, Sergeants' inn, Fleet st.

FRIDAY, July 26, 1878.

Besson, Florentine Melanie, Euston rd, Musical Instrument Manufacturer. Oct 1. Besson v. Besson, V.C. Hall. Campbell, Warwick st.

Regent st.

Brookland, William, Belstone, Devon, Yeoman. Oct 1. Brookland v. Crocker, V.C. Hall. Burd, Okehampton.

Cox, George, Cloak lane, Solicitor. Aug 26. Fothergill v. Cox, M.R. Raven, Queen Victoria st.

Eiston, Thomas, Poulton, Lancashire, Gent. Sept 30. Stallard v. Fars V.C. Bacon. Edelson, Preston.

Margerrison, James, Sheffield, Slater. Oct 10. Skirlcliffe v. Hodgson, V.C. Hall. Branson and Co, Sheffield.

Percival, Anthony, King Henry's rd, South Hampstead, Wine Merchant. Sept 2. Percival v. Barney, V.C. Hall. Fisher, Essex st, Strand.

Rawlinson, Rev William Chapman, Chedburgh, Suffolk. Aug 23. Rawlinson v. Bevan, V.C. Bacon. Salmon, Bury St Edmunds.

Read, Septimus, Jewin st, Surgeon. Oct 29. Read v. Read, M.R. Tatham, Staple inn, Holborn.

Roe, John Erasmus, Hatfield, York, Esq. Oct 29. Marshall v. Priestley, V.C. Hall.

Van Hagen, Henry, Tickford Park, Bucks, Esq. Oct 29. Sperling v. Rochford, V.C. Hall.

White, Eleanor, Catherine cottages, Kensington. Aug 31. Palmer v. Davis, V.C. Hall. Wild and Co, Ironmonger lane, Cheapside.

Wilkinson, George, Heaton Norris, Lancashire, Master Cotton Spinner. Oct 21. Wilkinson v. Wilkinson, V.C. Bacon. Vaughan, Heaton Norris.

Creditors under 23 & 23 Viet. cap. 35.

Last Day of Claim.

TUESDAY, July 16, 1878.

Ascough, Matthias, Grewelthorpe, York, Fullmonger. Aug 10. Calvert, Masham.

Alsbury, Hon George William Frederick, Marquis of, K.G., Severnake Forest, Wilts. Sept 1. Nicholl and Co, Howard st, Strand
 Brits, Henry, St John's Common, Essex, Gardener. Aug 31. Freeman and Freeman-Gell, Brighton
 Bridge, Edwin, Hewsall, Somerset, Yeoman. Aug 18. Alford, Crewkerne
 Banker, Leah, Stoke Damerel, Devon. Sept 30. Gard, St. Aubyn st, Devonport
 Calverley, Daniel, Marsh, Huddersfield, Merchant. Sept 1. Mills and Bibby, Huddersfield
 Clarke, John, Long Sutton, Lincoln, Gent. Aug 12. Mossop and Mossop, Long Sutton
 Cooper, Rev Augustus, Upper Norwood, Surrey. Aug 22. Hazard, Harleston
 Daw, Samuel, Coven Heath, nr Wolverhampton, Licensed Victualler. Aug 9. Gats, Wolverhampton
 Frost, William, Union st, Old Broad st, Builder. Aug 30. Crump and Son, Philip lane
 Hamilton, Charles, Kingston-upon-Thames, Plumber. Aug 24. Walter and Durham, Kingston-upon-Thames
 Herwig, Isaac, Newgate st, Importer of Berlin Wool. Aug 31. Gregory, Gresham st
 Hunt, Philip, Westbourne park crescent, Gent. Sept 1. Potter, King st, Cheapside
 James, Edward Hoblyn, Trevarthian, Cornwall, farmer. Aug 10. Hodge and Co, Truro
 Jones, Thomas, Kirk Braddon, Isle of Man, Labourer. Aug 30. Miller, Worcester
 Jones, William, Kirk Braddon, Isle of Man, Painter. Aug 30. Miller, Worcester
 Kerr, Crawford Davidson, Edinburgh, Esq. Aug 10. Simpson and Co, Moorgate st
 Lake, Jane, Mutley Plain, Plymouth. Aug 31. Edmonds and Sons, Plymouth
 Langton, John, Bleasdale, Lancashire. Sept 30. Wheeler and Fletcher, Clitheroe
 Lewis, Robert, Presteign, Radnor. Aug 24. Wakelin, Presteign
 Mason, William, Hamptswalke, York, Farmer. Sept 4. Gill and Son, Knaresborough
 McDonald, James, Merthyr Tydfil, Retired Draper. Aug 17. Lewis and Jones, Merthyr Tydfil
 Palmer, John, Weston-super-Mare, Gent. Sept 13. Baker and Co, Weston-super-Mare
 Samuels, Samuel, Minories, Gent. Aug 15. Champion and Jutsum, Whitechapel rd
 Sercombe, John, Nyngbur, Surbiton, Surrey, Underwriter. Aug 30. Crump and Son, Philip lane
 Shalders, Rudrum Samuel, Camomile st, Farrier. Sept 12. Taylor and Jaquet, South st, Finsbury sq
 Sowter, John, Surlingham, Norfolk, Yeoman. Aug 16. Clabburn, Norwich
 Tinker, Matthew, Womersley, York, Gent. Aug 9. Arandel and Son, Pontefract
 Walker, Elizabeth, Colchester. Sept 29. John Stuck Barnes, Casina, Colchester, Gent
 Wilcox, John, Pontefract, York, Saddler. Aug 17. Wood, Pontefract
 Wright, Robert, Devonport, Gent. Sept 30. Gard, St Aubyn st, Devonport

FRIDAY, July 19, 1878.

Bailey, Elizabeth, Derby. Aug 31. Robotham, Derby
 Bailey, William, Lower Peover, Chester, Farmer. Aug 23. Cooke Winsford
 Baker, Charles Newcomb, King's-road, Chelsea, Game Dealer. Aug 24. Newman, Clifford's inn, Fleet st
 Bancroft, Robert, Liverpool, Merchant. Aug 31. Bateson and Co, Barber William, Little North st, Whitechapel, Horse Slaughterer. Aug 30. Turner and Son, Leadenhall st
 Barnard, Anne, Somerset rd, Tottenham. Aug 17. Heath and Parker, Saint Helen's place
 Bean, Mary, Washington, Lincoln. Aug 22. Tweed and Stephen, Lincoln
 Brook, Samuel, Bradford, Joiner. Sept 17. Browning, Bradford
 Brown, Samuel, Romford, Essex, Gentleman. Aug 30. Sarridge and Co, Lombard st
 Cordingley, Samuel, Horton, York, Land Agent. Sept 17. Browning, Bradford
 Comer, James, Albany rd, Camberwell, Newspaper Agent. Aug 15. Jones, Spital sq
 Craven, Thomas, Pottersnewton, York, Esq. Oct 1. Middleton and Sons, Leeds
 Daniel, Eliza Hannah, Woolton, Lancaster. Aug 16. Tyrer and Co, Liverpool
 Filmore, Charles James, Bishops Waltham, Builder. Aug 31. Hewitt, Bishops Waltham
 Fison, Samuel, Bottisdam, Cambridge, Farmer. Oct 11. Eadens and Knowles, Cambridge
 Foster, Elizabeth Jewry, Cranfield Court, Bedford. Aug 31. Flavell and Bowman, Bedford row
 Hewitson, John Haller, Alderney rd, Mile end rd, Retired Master Mariner. Sept 15. Russell, Coleman st
 Jobey, Alice, Newcastle-upon-Tyne, General Dealer. Sept 9. Brewis, Eadon, Newcastle-upon-Tyne
 Merindale, Mary, Wimslow. Aug 31. Cooper and Sons, Manchester
 Miller, Mary, Saint Thomas' Green, Haverfordwest. Aug 23. Price, Haverfordwest
 Norman, Harriet, Dromington sq. Sept 30. Allen and Son, Carlisle st, Soho sq
 Pritchard, Elizabeth, Legwathine, Hereford. Sept 29. Humphrys, Hereford
 Rhodes, William Birks, Pomona place, Hounslow, Gent. Sept 12. Barker, St Michael's House, Cornhill
 Scott, William, Manchester, Merchant. Aug 24. Sutton and Elliott, Manchester
 Slater, James, Salford, Lancaster, Chain maker. Aug 14. Bowden, Manchester
 Smith, Eliza, South Shields. Aug 16. Kewney, North Shields

Spence, Henry, Balsall Heath, Worcester, Gent. Sept 3. Panton, Birmingham
 Stary, James Masterion, Leytonstone, Essex, Warehouseman. Aug 1. Curtis, Old Jewry chambers
 Turner, Samuel, Raymond buildings, Gray's Inn, Barrister-at-law. Aug 30. Powell and Co, Newport Pagnell
 Wear, John, Congresbury, Somerset, Lankester. Aug 31. Perham, Wington, near Bristol
 Wilson, Francis, Ludford, Lincoln, solicitor. Aug 31. Rhodes and Sons, Market Rasen

TUESDAY, July 23, 1878.

Badcock, Caroline Sophia, Esher rd, Hornsey Rise. Aug 31. Gregory, Bishopgate st within
 Baker, George, Colchester, Essex, Merchant. Sept 2. Pope and Co, Colchester
 Barrow, Thomas Alexander, Prescott, Lancashire, Gent. Sept 1. Barrow and Cook, St Helen's
 Bartlett, James Griffin, Portsea, Grocer. Aug 17. Feltham, Portsea
 Baz, Joseph, Buckland, Dover, Journeysman Carpenter. Aug 9. Knocker, Dover
 Bradbury, Joseph Broughton, Leighton rd, Kentish Town, Gent. Oct 1. Fenton and King, Huddersfield
 Brady, Patrick Augustus, Bradford, Doctor of Medicine. Sept 1. Terry and Robinson, Bradford
 Chandler, Thomas, Worcester, Gent. Sept 21. Pidcock and Sons, Worcester
 Connor, Elizabeth, The Lunatic Asylum, Hanwell. Aug 31. Redpath and Holdsworth, Bush lane
 Cook, Christmas Charles, Litcham, Norfolk, Farmer. Sept 1. Partridge and Co, King's Lynn
 Crawford, William, Yarm, York, Esq. Sept 16. Newby, Stockton-on-Tees
 Crowther-Beynon, Richard William Barnardiston, a Captain in H.M.'s 1st Royal Scots Regiment of Foot. Dec 31. Rixons, Gracechurch st
 De Winton, Walter, Maeslwech Castle, Radnor, Esq. Aug 31. Parkin and Engelen, New sq, Lincoln's inn
 Dyson, Martha, Fore st, Edmonton. Sept 29. Dingwall, Tokenhouse yard
 Eccles, William, Blackburn, Cotton Spinner. Sept 1. Pickop, Blackburn
 Evans, Thomas, Nantygollen, Salop, Gent. Nov 1. Richards and Son, Llangollen
 Foster, Frank, Halifax, Builder. Oct 1. Foster and English, Halifax
 Gardner, James, Liverpool, Cook. Aug 10. William, Liverpool
 Holroyd, Squire, Hedingley-cum-Barley, nr Leeds, Builder. Oct 1. Butler and Middlebrook, Leeds
 Honeywood, Sir Courtenay, Ashford, Kent, Bart. Aug 31. Sandilands and Co, Fenchurch st
 Hubbard, Charles Swithin, Albany st, Regent's-park, Coal Merchant. Aug 19. Evans, Rotherham
 Knapping, Dale, South Shoebury, Essex, Esq. Sept 3. Baker and Nairne, Crosby sq
 Lade, John Pryce, Broughton-under-Blean, Kent, Esq. Oct 1. Wightwick and Co, Canterbury
 Lade, Luke, Hailsham, Sussex, Farmer. Aug 30. Sinnock, Hailsham
 Marsh, Jane Charlotte, Woolwich. Sept 16. Crowther, Raymond buildings
 O'Reilly, John, Greenwich, late a Commander in the R.N. Aug 11. Smith, Church court, Clement's lane
 Palmer, Mary Stephenson, Montpellier terrace, Sussex. Aug 30. Holmes and Son, Bedford row
 Rondell, Israel, West Coker, Somerset, Gent. Aug 30. Wain, Yeovil
 Rigby, Edward Robert, Gracechurch st, Brush Maker. Aug 31. Redpath and Holdsworth, Bush lane
 Sower, John, Surlingham, Norfolk, Yeoman. Aug 16. Clabburn, Norwich
 Street, Thomas, Burford, Oxford, Gent. Aug 29. Sullivan and Wilmet, Fairford
 Ward, William George, Notts, Lace Manufacturer. Sept 7. Watson and Wadsworth, Notts
 Watson, Charles, jun, Manchester, Merchant. Aug 31. Grundy and Kershaw, Manchester
 Wayne, Thomas, Glandare, Glamorgan, Ironmaster. Oct 1. Llewellyn, Newport

FRIDAY, July 26, 1878.

Ashwell, George, St. Albans, Hertsford, Esq. Aug 31. Parkers, Bedford row
 Baynes, Henry George, Woburn place, Russell square, Bank Manager. Sept 2. Lee, New Inn, Strand
 Bowen, William Henry Dandas, late a purser on board the Merchant Steam Ship, Senegal. Aug 24. Duncau & Co, Bloombury sq
 Cameron, Ellen, Avery row, New Bond st, Baker. Aug 31. Marsden, Old Cavendish st
 Edwards, Elizabeth, Toxtoth Park, Liverpool. Aug 31. Foster and Son, Liverpool
 Edwards, Joseph, Upper Quinton, Gloucester, out of business. Sept 7. Slatter and Son, Stratford-upon-Avon
 Evans, Llewellyn, Wilson, Durham, Surgeon. Oct 31. Addyman, Farnborough rd
 Farnborough, Maria Louisa, Earl's court rd, Kensington. Aug 31. Withall and Compton, Great George st, Westminster
 Forester, John Ward, King st, Portsea, Clerk in the Portsmouth Dockyard. Oct 1. Besant & Co, Portsea
 Hall, Mary Ann, Brunswick place, Regent's Park. Oct 1. Drake, Piccadilly
 Hamer, Henry Percy, Dover st, Piccadilly, Esq. Oct 4. Besant & Co, New Inn, Strand
 Henbury, Philip, Lombard st, Banker. Sept 29. Paine Gresham House, Old Broad st
 Hodge, Edward, Stone buildings, Barrister-at-law. Sept 29. Cooper, Bedford row
 Howell, William, Pontcarrig, Carmarthen, Gentleman. Sept 16. Thomas and Brown, Carmarthen

Knight, Rev. Edward Bridges, Dorking, Surrey. Sept 22. Dawes and Sons, Angel st, Throsmorton st.
Lawrence, Samuel, Merriott, Somerset, retired Malster. Aug 31. Alford, Crowkerne
Miller, Mary, St. Thomas, Haverfordwest. Aug 23. Price, Haverfordwest
Moy, Robert, Harleyford rd., Vauxhall, Builder. Sept 30. Croase and Co., Lancaster place, Strand
Pauker, Thomas, Sothorn, Lincoln, Yeoman. Sept 1. Williams Lincoln
Roberts, Evan Wynne, Gloucester place, Portman sq., Esq. Sept 1. Stoneham and Legge, Philpot lane
Rogers, Eliza, Queen's st, Lambeth. August 26. Hicklin and Washington, Trinity sq., Southwark
Russell, Charlotte, Kennington Park rd. Sept 2. Diggies, Hibernia chambers, London bridge
Sale, William, Derby, Silk Manufacturer. Aug 31. Sale, Derby
Smith, Thomas John, Old st, St. Lukes, Licensed Victualler. Aug 27. Mills & Co, Brunswick place, City rd.
Tucker, John, Hill st, Finsbury, Cabinet Maker. Aug 20. Francis, Austin Frisars, Broad st
Willing, Salomon Andrew, Bowdon, Chester, Merchant. Aug 30. Sampson, Manchester
Woolfs, Thomas William, Arbour sq., Commercial rd East, Shipwright. Sept 20. Lewis and Watson, Gracechurch st.
Young, George Ditley, Ponder's end, Enfield, Gentleman. Sept 29. Rignall, Enfield

Bankrupts.

FRIDAY, July 26, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar To Surrender in London.

Daniel, William D'Ernet, Belvedere rd, Lambeth, Hat Manufacturer. Pet July 24. Haslitt. Aug 7 at 2
Reeder, Richard William, Philpot st, Commercial rd East, Cart Builder. Pet July 23. Haslitt. Aug 7 at 1

To Surrender in the Country.

Andrew, George, Northampton, Shoe Manufacturer. Pet July 19. Dennis. Northampton, Aug 6 at 12.30
Biehene, Robert, Gosberton, Lincoln, Ironmonger. Pet July 23. Gaches. Peterborough, Aug 10 at 1.30
Edson, Sarah, Stony Middleton, Derby, Grocer. Pet July 23. Weller. Derby, Aug 8 at 12.30
Elliott, Margaret, Newcastle-upon-Tyne. Pet July 23. Mortimer. Newcastle, Aug 8 at 2
Finch, Henry, Laverton, Gloucester, Farmer. Pet July 17. Gale. Cheltenham, Aug 6 at 11
Fisher, William Price, Walton-on-the-Hill, nr Liverpool, Schoolmaster. Pet July 22. Bellringer. Liverpool, Aug 6 at 12
Hime, Priscilla, Liverpool, Music Seller. Pet July 23. Bellringer. Liverpool, Aug 12 at 12
Hunt, Isabella, Hockerill, Bishop's Stortford, Coach Builder. Pet June 29. Spence. Hertford, Aug 10 at 11
Livesley, William, sen, and William Livesley, jun, Worksop, Malsters. Pet July 23. Rodgers. Sheffield, Aug 9 at 2
Meadows, William Henry, Stamford, Lincoln, Butcher. Pet July 23. Gaches. Peterborough, Aug 10 at 11
Middleherst, Joseph, St Helen's, Lancashire, Grocer. Pet July 23. Bellringer. Liverpool, Aug 8 at 12
Nelson, John, Worthington, Cumberland, Grocer. Pet July 24. Waugh. Cockermouth, Aug 19 at 4
Owen, Frederick James, Kintbury, Berks, Gent. Pet July 22. Pinniger. Newbury, Aug 7 at 11
Pickering, Thomas, Batley, York, Tailor. Pet July 23. Nelson. Newbury, Aug 8 at 3
Smith, John, March, Cambridge, Plumber. Pet July 24. Gaches. Peterborough, Aug 17 at 1

TUESDAY, July 30, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar To Surrender in the Country.

Armstrong, John, Dewsbury, Auctioneer. Pet July 25. Nelson. Dewsbury, Aug 14 at 3
Darby, Rev John Clere Scott, Machen, Monmouth. Pet July 27. Davis. Newport, Aug 14 at 11
Garrod, Samuel, Balham, Fishmonger. Pet July 23. Willoughby. Wandsworth, Aug 13 at 11
Hockenhill, James, Wheelock Heath, Cheshire, Shoe Dealer. Pet July 26. Speckman. Crewe, Aug 9 at 11
Reynolds, George, Sunderland, out of business. Pet July 25. Ellis. Sunderland, Aug 14 at 12
Wood, William, Rusholme, Manchester. Pet July 23. Kay. Manchester, Aug 12 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, July 26, 1878.

Nobden, James, Pickering, York, Provision Merchant. July 23
Maclean, Andrew Lethian, Newcastle-upon-Tyne, Draper. Jan 14
Welch, Harriet Gilby, Bathone place, Oxford st. July 9

TUESDAY, July 30, 1878.

Harrison, George, Halifax, Foreman Mechanic. July 23
Abbey, Henry, Skinner st, Snow hill, Engraver. July 27
Lloyd, Richard Herbert, Upper Norwood, Surrey, no occupation. July 27

Liquidations by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, July 26, 1878.

Adams, John, Shanklin, Isle of Wight, Butcher. Aug 9 at 1 at offices of Lamport, High st, Newport

Altham, Andrew, and Francis Edward Cooper, Minories, Spirit Merchants. Aug 2 at 2 at the Guildhall Tavern, Gresham st. Goatly, Bow st, Covent Garden
Armstrong, Hugh, Felling, Durham, Grocer. Aug 7 at 3 at offices of Dix, Wellington chambers, Gateshead
Baines, William Newbold, Snaresbrook, Essex, Brassfounder. Aug 8 at 2 at offices of Badgers and Rhodes, High st, Rotherham
Baird, David, Horsefair, Kidderminster, Millwright. Aug 7 at 4 at offices of Crowther, Bank buildings, Kidderminster
Balfie, Edward Henry Laffette, and Henry William Crowther, Hemsworth, York, Contractors. Aug 7 at 3 at offices of Gill and Hall, Silver st, Wakefield
Barchand, Samuel, Catfield, Norfolk, Grocer. Aug 9 at 3 at offices of Miller and Co, Bank chambers, Norwich
Bateman, Thomas Waiblinger, Stipley, York, Stuff Manufacturer. Aug 7 at 11 at offices of Glossop and Gray, Kirkgate, Bradford
Bayliss, John Crockett, Wolverhampton, Innkeeper. Aug 13 at 11 at offices of Wilcock, Queen st, Wolverhampton
Birch, William, jun, Ardwick, Manchester, Baker. Aug 13 at 3 at offices of Smith and Boyer, Brazennose st, Manchester
Blackhurst, Benjamin Joseph, James Matthias Lloyd, and Samuel Thomas, West Bromwich, Ironmasters. Aug 6 at 12 at offices of Waterhouse, Queen st, Wolverhampton
Boysen, James Lepard, Gracechurch st, Ship Broker. Aug 7 at 12 at offices of Lewis and Underman, Chancery lane
Bradshaw, James, Liverpool, Tailor. Aug 19 at 12 at offices of Carruthers, Lord st, Liverpool
Brander, Edwyn Vasey, and William Reade Brander, Wood st, Chesapeake, Cotton Manufacturers. Aug 9 at 11 at 145, Chesapeake. Robinson, Christchurch passage, Newgate
Broadhurst, William, Oakengates, Salop, Collier. Aug 12 at 12 at offices of Marcy, Walker st, Wellington
Broome, Christopher Adolphus, Bristol, Beer Retailer. Aug 12 at 1 at offices of Tucker, Narrow Wins st, Bristol
Brown, Thomas, Upton-upon-Severn, Worcester, Innkeeper. Aug 8 at 11 at offices of Piper, Court house, Ledbury
Budden, Jesse, Christchurch, Hants, House Decorator. Aug 14 at 2 at the Inns of Court Hotel, High Holborn. Sharp, Christchurch
Buswell, John Charles, Walter Henry Buswell, Alfred Buswell, and Emma Jane Buswell, Lutterworth, Leicester, Ironmongers. Aug 8 at 3 at offices of Osborn and Dickinson, Friar lane, Leicester
Charlwood, Charles, Padworth, Berks, Farmer. Aug 6 at 11 at the Upper Ship Hotel, Duke st, Reading. Dodd, Reading
Clarke, Charles Stephen, Birmingham, of no occupation. Aug 10 at 10 at offices of Duke, Temple row, Birmingham
Clay, William, Alfreton, Derby, out of business. Aug 9 at 4 at offices of Parsons, Eldon chambers, Wheeler gate
Clinton, James Passey, Scourport, Worcester, Tailor. Aug 7 at 3 at offices of Miller and Co, Church st, Kidderminster
Coles, Jesse, St. Philips, Bristol, Grocer. Aug 7 at 2 at offices of Sibly, Exchange West, Bristol
Collins, Lionel, Liverpool, Produce Broker. Aug 9 at 3 at offices of Gibson and Co, South John st, Liverpool. Powles, Liverpool
Conlan, Michael, Hillsborough, Ss, out of business. Aug 9 at 3 at offices of Wright, Belvoir st, Leicester
Cooksey, Harry Smith, Birmingham, out of business. Aug 6 at 2 at offices of Dale, Bennett's hill, Birmingham
Cooper, Henry, Boston rd, Hanwell, Bootmaker. Aug 10 at 12 at the Inns of Court Hotel, Holborn. Bartley and James, Somerset st, Portman sq
Cotterell, Harry, Brighton, Jeweller. Aug 13 at 2 at the Inns of Court Hotel, Holborn. Finnis, Surrey st, Strand
Couch, Thomas Walter, Dove court, Old Jewry, Picture Frame Manufacturer. Aug 9 at 12 at offices of Borgia, St. Smith's lane. May and Co, Adelaide place, London Bridge
Davis, Alfred John, Birmingham, Drysalter. Aug 8 at 3 at offices of Fitter, Bennett's hill, Birmingham
Emeley, William Walton, Dewsbury, Grocer. Aug 13 at 10.30 at offices of Ridge and Ridgway, Union st, Dewsbury
Evans, Thomas, Penmaenmawr, Carnarvon, Grocer. Aug 10 at 12 at offices of Jones, Conway
Flynn, John, Esher, Surrey, Dealer in Carpets. Aug 14 at 12 at offices of Ambrose and Co, Grecian chambers, Temple
Foden, Henry Rothwell, Manchester, Watchmaker. Aug 13 at 3 at offices of Heath and Sons, Swan st, Manchester
Fyans, Joseph, Liverpool, Hair Merchant. Aug 14 at 3 at offices of Pemberton and Co, Harrington st, Liverpool
Garnett, George, Barrow-in-Furness, Grocer. Aug 6 at 11 at the Imperial Hotel, Barrow-in-Furness. Sma, Barrow-in-Furness
Garth, James, Lowtown, Pudsey, York, Tinner. Aug 7 at 10.30 at offices of Cross, Telegraph chambers, Market st, Bradford
Green, John, Sheffield, Spring Manufacturer. Aug 8 at 11 at offices of Lister, Picture lane, Sheffield. Machan
Griffiths, Edward, Paul st, Finsbury, Cabinet Maker. Aug 8 at 4 at offices of Wells, Paternoster row
Harkins, William Henry, Bristol, Painter. Aug 9 at 2 at offices of Tribe and Co, Abini chambers, Bristol. Fussell and Co, Bristol
Hayward, Anne, Market Drayton, Salop, Innkeeper. Aug 6 at 11.30 at the Royal Hotel, Nantwich rd, Crewe. Pearson, Market Drayton
Hazelidine, Charles, Bath, Batting House Keeper. Aug 7 at 12 at offices of Tittler, Orange grove, Bath
Holmes, Henry Canel, Gloucester, Ironmonger. Aug 9 at 2.30 at the Bell Hotel, Gloucester. Taynton and Son, Gloucester
How, Thomas, and Henry Philip How, Castle st east, Oxford st, Bookbinders. Aug 7 at 3 at offices of Morphet and Hanson, Chesapeake. Pettiver, College st, College hill
Jones, Simon, Borthogest, Carnarvon, Shipbuilder. Aug 8 at 3 at the Commercial Hotel, Portmadoc. Jones and Jones, Portmadoc
Kirby, Thomas, Woodville, Derby, Builder. Aug 8 at 12 at offices of Dewes and Musson, Market st, Ashby-de-la-Zouch
Laker, Arthur, Caterham Valley, Surrey, Farmer. Aug 8 at 3 at offices of Wood, Basinghall st
Layton, James, Great Wilbraham, Cambridge. Aug 9 at 11 at offices of Posters and Lawrence, Green st, Cambridge
Lee, Joseph, Barrow-in-Furness, Provision Dealer. Aug 8 at 11 at the Imperial Hotel, Cornwalls st, Barrow-in-Furness. Pearson, Barrow-in-Furness

Mann, Robert, Norfolk terrace, Bayswater, Greengrocer. Aug 5 at 10 at 29, Red Lion sq, Holborn. Morris
 Mason, Joseph, Darlington, Stafford, Beer Retailer. Aug 6 at 10.15 at the Stork Hotel, Walsall. Bill
 Matthews, William, Egremont, Cumberland, Watchmaker. Aug 13 at 12 at offices of Atter, New Lowther st, Whitehaven
 Medland, William, Darville rd, South Newington, Drug Agent. Aug 9 at 3 at offices of Ley and Brocklesby, Water lane, Great Tower st
 McNamara, Francis William, Blackpool, Printer. Aug 10 at 12 at the Fleeca Inn, Market st, Blackpool. Clarke, Blackpool
 Mitchell, Cornelius Lewis, Long Acre, Ink Manufacturer. Aug 3 at 1 at offices of Hope, Portugal st, Lincoln's inn fields
 Monks, James, Bolton, Joiner. Aug 7 at 11 at offices of Scowcroft, Townhall sq, Bolton
 Montgomery, Robert, York, Provision Dealer. Aug 7 at 11 at offices of Thompson, Jun, Lenda, York
 Morris, Frederick, Rotherhithe, Surrey, Tar Distiller. Aug 12 at 12 at 145, Cheapside. Robinson, Christchurch passage, Newgate st
 Oliver, John, Coldharbour lane, Camberwell, Builder. Aug 9 at 2 at the Inns of Court Hotel, Lincoln's inn fields. Walker and Co, Furnival's Inn
 Parks, Samuel, Pimlico walk, Hoxton, Tailor. Aug 13 at 2 at offices of Perry, Guildhall chambers, Basinghall st
 Peers, John, Lower Transmere, Cheshire, Coal Merchant. Aug 7 at 3 at offices of Moore, Duncan st, Birkenhead
 Percy, George William, Reading, Plumber. Aug 7 at 11 at offices of Lodd, Friar st, Reading
 Plevy, Edward, Bewdley, Worcester, Licensed Victualler. Aug 8 at 3.30 at offices of Corbet and Co, Baxter chambers, Church st, Kidderminster
 Pool, Joseph, Gorleston, Suffolk, Shopkeeper. Aug 13 at 11 at offices of Cowell, South Quay, Great Yarmouth
 Prior, William Dyer, and Alfred George Prior, Halstead, Essex, Builders. Aug 9 at 12 at offices of Prior, Head st, Colchester
 Raine, William, Washington, Durham, Grocer. Aug 9 at 3 at 32, Grainger st west, Newcastle-upon-Tyne. Richardson, Newcastle-upon-Tyne
 Reed, Walter John, Bath, Cabinet Manufacturer. Aug 6 at 12 at offices of Bicketts, Fargate, Bath
 Reynolds, William, Cardiff, Baker. Aug 9 at 12 at offices of Hern, Working st, Cardiff. Miller, Cardiff
 Riddell, Robert, Manchester, Hardware Dealer. Aug 12 at 3 at offices of Heath and Sons, Swan st, Manchester
 Robertson, George, St. Vincent place, Buckingham Palace rd, Manager to an Engineer. Aug 2 at 3 at offices of Holland, St. Swinith's lane
 Shanks, David, Seaford, nr Liverpool, Coal Merchant. Aug 12 at 3 at offices of Gibson and Co, South John st, Liverpool. Bartley, Liverpool
 Shelby, John, Trysall, Stafford, Farmer. Aug 16 at 3 at offices of Wilcock, Queen's chambers, North st, Wolverhampton
 Smith, John Samuel, Blackman st, Borough, Indianrubber Manufacturer. Aug 9 at 11 at the Inns of Court Hotel, Holborn. Cotton, St Martin's-le-Grand
 Smith, William, Bristol, out of business. Aug 7 at 2 at offices of Clifton, Broad st, Bristol
 Steadman, Charles, Morley, York, Grocer. Aug 8 at 2 at the Commercial Hotel, Albion st, Leeds. Wooller, Batley
 Sugden, Joseph, Halifax, Drysalter. Aug 7 at 11 at offices of Emmet and Walker, Harrison rd, Halifax
 Teasdale, Joseph William, Middlesborough, out of business. Aug 7 at 3 at offices of Harrison and Co, Zealand rd, Middlesborough
 Teece, James (and not Feece), Eytton, Salop, out of business. Aug 9 at 11 at offices of Morris, Swan hill, Shrewsbury
 Tippet, James Joseph, Green st, Bethnal Green, Grocer. Aug 16 at 2 at offices of Morphet and Hanson, Cheapside. Pettiver, College st, College hill
 Titmuss, William, St Albans, Hertford, Painter. Aug 7 at 11 at offices of Simpson, St Peter st, St Albans
 Treaties, John, Jun, Coatham, nr Beccar, Ship Broker. Aug 9 at 11 at offices of Stubbs, Albert rd, Middlesborough
 Triggs, John, Calverley rd, Tunbridge Wells, Greengrocer. Aug 7 at 12 at the Camden Hotel, Tunbridge Wells. Andrew and Cheale, Tunbridge Wells
 Tucker, Richard, Bridport, Dorset, Builder. Aug 8 at 2.15 at the Greyhound Hotel, Bridport. Watte, Yeovil
 Wainman, William, Farnworth, Lancaster, Builder. Aug 9 at 3 at offices of Dutton, Hotel st, Bolton
 Ward, William, Kendal, Builder. Aug 14 at 2 at the Commercial Hotel, Kendal. Dodson, Kendal
 White, George, Victoria rd, Southdon, Commercial Traveller. Aug 7 at 11 at the Napoleon Hotel, Farnham rd, Guildford. Durbidge, Guildford
 Whitehouse, John, Tipton, Stafford, Greengrocer. Aug 6 at 11 at offices of Travis, Church lane, Tipton
 Wilton, Thomas, Baisall Heath, Worcester, out of business. Aug 6 at 3 at offices of Jaques, Cherry st, Birmingham
 Wiseman, John, Birmingham, Stationer. Aug 8 at 3 at offices of Jaques, Cherry st, Birmingham
 Witherden, Frederick William, Brighton, Ironmonger. Aug 7 at 2 at offices of Clemmell and Fraser, Great James st, Bedford row. Nye, Brighton
 Wood, Allen, Lightcliffe, Halifax, Quarry Owner. Aug 7 at 11 at the Old Cock Hotel, Southgate, Halifax. Lancaster and Wright, Bradford
 Woodhead, Charles, Halifax, Slater. Aug 7 at 11 at the Brown Cow Hotel, Halifax. Leeming
 Youens, John, Sigdon rd, Dalton, Professor of Music. Aug 6 at 1 at offices of Young and Sons, Mark lane

TUESDAY, July 30, 1878.

Alexander, Sylvester Solomon, Hatton garden, Diamond Merchant. Aug 8 at 3 at offices of Smart and Co, Cannon st. Harcourt and Macarthur, Moorgate st
 Alday, Richard, Aston-juxta-Birmingham, Butcher. Aug 15 at 3 at offices of Luke and Sharp, Atn st, Birmingham. Sadler and Eddowes, Sutton Coldfield

Ashworth, James, Burslem, Stafford, Colliery Proprietor. Aug 9 at 12 at the North Stafford Hotel, Stoke-upon-Trent. Ramwell and Co, Bolton
 Baker, George Henry, Derby, Fish Dealer. Aug 13 at 2 at offices of Moody, Corn Market, Derby
 Barker, George, Whittlesford, Cambridge, Butcher. Aug 12 at 3 at offices of Alfred and Turner, Benet st, Cambridge
 Baxter, Alfred, Leeds, Grocer. Aug 12 at 3 at offices of Pullan, Bank Chambers, Park row
 Bean, Alfred, Garforth, nr Leeds, out of business. Aug 12 at 3 at offices of Lodge, Park row, Leeds
 Bennett, George, Darlington, Beerhouse keeper. Aug 9 at 11 at offices of Stevenson and Meek, Paradise terrace, Darlington
 Bird, Robert, Georgiana terrace, Acton, Builder. Aug 9 at 2 at offices of Chandler, Coleman st. Pettiver, College st, College hill
 Blackburn, Richard Hare, Middlesborough, Draper. Aug 13 at 11 at 8, York st, Manchester. Peacock, Middlesborough
 Blythe, Arthur John, Liverpool, Corn Dealer. Aug 13 at 3 at offices of Pemberton and Co, Harrington st, Liverpool
 Bonnet, Robert, Worcester, Hairdresser. Aug 14 at 10.30 at offices of Miller, Broad st, Worcester
 Bonner, James, Birmingham, Ironfounder. Aug 7 at 12 at offices of Reece and Harris, New st, Birmingham
 Bradbury, William, Stoke-upon-Trent, Fish Dealer. Aug 9 at 11 at offices of Stevenson, Cheapside, Hanley
 Bray, William Henry, Birmingham, Tobaccoconist. Aug 15 at 3 at offices of Simmons, Bennett's hill, Birmingham
 Breslaure, Louis, and Henry Alwyn Bevan Cole, Gracechurch st, Shipowners. Aug 15 at 2 at the Cannon st Hotel, Cannon st. Crook and Smith, Abchurch lane
 Brice, Thomas, Roath, Cardiff, Grocer. Aug 13 at 2 at 19, Duke st, Cardiff. Griffith and Corbett, Cardiff
 Brooks, Joshua, Leeds, Grocer. Aug 9 at 12 at offices of Malcolm, Park row, Leeds
 Brotherton, Richard, Bishop Auckland, Painter. Aug 9 at 12 at offices of Maw, Jun, High Bondgate, Bishop Auckland
 Brown, Harry, Hucksall Torkard, Nottingham, Grocer. Aug 14 at 12 at offices of Fraser, Wheeler gas, Nottingham
 Brown, James, Bristol, Boot Manufacturer. Aug 13 at 2 at offices of Phillips, Corn st, Bristol. Salmon, Bristol
 Brown, Jonathan, Lytham, Lancashire, Watchmaker. Aug 15 at 3 at offices of Thompson, Lune st, Preston
 Burham, George Henry, Chapel Bar, Nottingham, out of business. Aug 16 at 3 at offices of Lees, Jun, Middle pavement, Nottingham
 Calladine, George Maline, Northwich, Cheshire, Salt Boiler. Aug 8 at 10.30 at offices of Poinson, Market st, Crewa
 Cartwright, Thomas, Stone, Stafford, Baker. Aug 12 at 2 at the Saracen's Head Hotel, Stoke-upon-Trent. Holtham, Stone
 Cartwright, William, Newcastle-upon-Tyne, Dealer in Fancy Goods. Aug 9 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Clarke, Charles Frank, Birmingham, Auctioneer. Aug 9 at 3 at offices of Jaques, Cherry st, Birmingham
 Cleeg, Edward, Middlesborough, Draper. Aug 13 at 2 at offices of Chas and Sons, Swan st, Manchester
 Clements, John, Nottingham, Licensed Victualler. Aug 12 at 3 at offices of Leman, Britannia chambers, Pelham st, Nottingham. Stafford, Nottingham
 Cotterell, Charlton, Waterloo place, Turnham Green, China Dealer. Aug 8 at 11 at the Guildhall Tavern, Gresham st. Marshall, Kings West, Hammersmith
 Dale, John Harris, Blaize, Monmouth, Innkeeper. Aug 13 at 1.30 at the Castle Hotel, Blaize. Morgan, Pontypool
 Davies, John, Aston-juxta-Birmingham, Carpenter. Aug 9 at 3 at offices of Parr, Colmors row, Birmingham
 Davies, John Lewiston, Bridgend, Glamorgan, Timber Merchant. Aug 14 at 2 at 19, Duke st, Cardiff. Randall, Bridgend
 Day, William, Osanburgh st, Regent's park, Cabinet Maker. Aug 13 at 11 at offices of Child, South sq, Gray's inn
 Deakin, James, and James Thomas Drakin, Birmingham Heath, Birmingham, Gasfitters. Aug 13 at 11 at offices of Solomon, Ann st, Birmingham
 Deatheridge, Walter Henry, Locells, Birmingham, Jeweller. Aug 13 at 10 at offices of Duke, Temple row, Birmingham
 Dedman, William, Balham, Surrey, Builder. Aug 23 at 4 at offices of Swaine, Cheapside
 Eardley, Thomas, Congleton, Cheshire, Saddler. Aug 15 at 11 at offices of Cooper, Townhall chambers, Congleton
 Eddison, George, Dewsbury, Shoemaker. Aug 12 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury
 Elstone, Richard Gilbert, Liverpool, Grocer. Aug 12 at 3 at offices of Lupton, Harrington st, Liverpool
 Erwood, John Edward, and Richard Marshall Sanlez, Ludgate circus buildings, Paper Hangings Dealers. Aug 15 at 11 at offices of Vanderpump, Gray's inn sq
 Eyre, Isaac, Chesterfield, Derby, Dealer in Sewing Machines. Aug 9 at 2 at the Star Hotel, Chesterfield. Stanton, Chesterfield
 Fawcett, James, Liversedge, York, Manufacturer. Aug 14 at 12 at the New Inn, Bradford. Rhodes
 Forman, George James, Edward Jones, and Frederick John Garner, Manchester, Merchants. Aug 9 at 4 at 8, York st, Manchester. Bots and Edgar, Manchester
 Foster, Alfred John, Gladstone place, Hornsey rd, Greengrocer. Aug 8 at 4 at 19, Worship st, Finsbury. Fentus, Highgate
 Frost, Samuel Mann, Baisall Heath, nr Birmingham, Frying-pot Manufacturer. Aug 13 at 12 at offices of Grove, Atlas chambers, Paradise st, Birmingham
 Fuchs, Richard, Drury lane, Baker. Aug 8 at 3 at offices of Jenkins, Tavistock st, Strand
 Ganz, Abraham, Thornhill rd, Barnsbury, Butcher. Aug 8 at 2 at offices of Payne, Finsbury pavement
 Glover, Edward, Frederick Anderson, and Henry Anderson, Kingston-upon-Hull, Timber Merchants. Aug 12 at 3 at offices of Lowe and Co, Parliament st, Kingston-upon-Hull
 Godfrey, William, St Thomas the Apostle, Devon, Licensed Victualler. Aug 10 at 8.30 at the Moreton Inn, Cowick st, St Thomas the Apostle, Devon
 Greenhalgh, James, Salford, Lancashire, Builder. Aug 16 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Half, Simon Peter, and Robert Carr, Glidersome, Leeds, Railway
 Wagon Builders. Aug 12 at 2 at offices of Simpson and Burrell,
 Abidon st, Leeds.
 Hardman, Thomas, Birmingham, Furniture Broker. Aug 15 at 11
 at office of Simmonds, Bennett's hill, Birmingham
 Harman, Mark, Basinghall st. Aug 14 at 2 at 13, Southampton st,
 Bloomsbury. Goldring and Jukes
 Hignett, William Rowland, and Arthur Henry Newbold, Liverpool,
 Weighing Machine Manufacturers. Aug 12 at 2 at offices of Green,
 Clayton sq, Liverpool
 Hodgson, Henry Sharpley, Blackburn, Builder. Aug 14 at 3 at offices
 of Backhouse, St John's place, Blackburn
 Howard, James, Radnor terrace, Kensington, Smith. Aug 7 at 3 at
 offices of Parker, Beaufort buildings, Strand
 Hughes, James, Leyton, Essex, Plumber. Aug 7 at 10.15 at offices of
 George, Clifton terrace, Beechcroft rd, Leyton
 Hughes, William, Liverpool, Builder. Aug 14 at 3 at offices of Connor,
 Victoria st, Liverpool. Greenway, Liverpool
 Humphreys, Edward, Briton Ferry, Glamorgan, Grocer. Aug 9 at 1
 at the Swan Hotel, Bridge st, Bristol. Tennant and Jones, Aber-
 ym
 Jacques, Frank, Brixton rd, Surrey, Oil Refiner. Aug 10 at 11 at offices
 of Jones, St Benet chambers, Fenchurch st
 Jemm, Alfred, Portsmouth, Poulterer. Aug 10 at 11 at offices of
 Whitehall, Union st, Portsea
 Job, Zephaniah, Polperro, Cornwall, Miller. Aug 9 at 12 at offices of
 Square, George st, Plymouth. Childs and Son, Liskeard
 Johnson, Henriette Georgietta, Margate, Boarding House Proprietor.
 Aug 12 at 1 at offices of Sainsbury and Co, Cecil sq, Margate. Walker
 and Walker, Furnival's Inn
 Johnson, Thomas, Redworth, Durham, Farmer. Aug 13 at 11 at offices
 of Wilkes, Northgate, Darlington
 Jones, Stephen John, Sparrowe rd, Hackney, Accountant. Aug 6 at
 11 offices of Feast, Coleman st
 Jones, Joseph, Liverpool, Builder. Aug 10 at 11 at offices of Fowler,
 Cable st, Liverpool
 Kegan, John, Heaton Norris, Lancashire, Tailor. Aug 13 at 11 at
 offices of Vaughan and Sons, Tiviot Dale, Heaton Norris
 Lang, William Lobb, Auckland place, Battersea, Butcher. Aug 16 at
 14 at offices of Ambrose and Co, Grecian chambers, Devereux court,
 Temple
 Leverington, William, Small Heath, Birmingham, Tailor. Aug 8 at 11
 at offices of Page, New st, Birmingham. Mauder, Birmingham
 Lloyd, John Webber, Pontypriid, Brickman. Aug 10 at 10.30 at offices
 of Jones, Philharmonic chambers, St Mary st, Cardiff
 Lock, James, Wellington, Somerset, General Merchant. Aug 13 at 12
 at Midon's Half Moon Inn, Wellington. Taunton, Taunton
 Long, Charles Berkeley, Clifton, Bristol, out of business. Aug 10 at
 12 at offices of Clifton, Broad st, Bristol
 Lowe, James, Birmingham, French Polisher. Aug 12 at 11 at offices
 of Horton, Colmore row, Birmingham
 Mansfield, Richard, Hanley, Ironmonger. Aug 15 at 11 at the Queen's
 Hotel, Hanley. Ashmole, Hanley
 Martyn, Alfred, Gunnslake, Cornwall, Grocer. Aug 10 at 3 at offices
 of Curtis, St George's hall, East Stonehouse
 Mawer, Walter Clarkson, High st, Notting hill, Upholsterer. Aug 20
 at 3 at offices of Andrew and Mason, Ironmonger lane. Downing
 May, William Henry, Bridgewater, Wine Merchant. Aug 15 at 12 at
 offices of Reed and Cook, Kinz sq, Bridgewater
 Mayo, William, Denmark hill, Camberwell, Builder. Aug 8 at 3 at 19,
 Worship st, Finsbury. Fenton, Highgate
 Michelson, Henry, Devonshire place, Whitechapel rd, General Dealer.
 Aug 7 at 3 at offices of Cattin, Wormwood st
 Morrell, Edward William, Birmingham, out of business. Aug 13 at 3
 at offices of Duke, Temple row, Birmingham
 O'Brien, Dorothy, Masborough, York, Grocer. Aug 13 at 2.30 at
 offices of Badger, Church st, Rotherham
 Oulman, Thomas Henry, Shelton, Stoke-upon-Trent, Draper. Aug
 13 at 3 at the Copeland Arms Hotel, Stoke-upon-Trent. Ashmole,
 Hanley
 Parfit, John, Hafod, Glamorgan, Butcher. Aug 10 at 12 at offices of
 Morgan, Mill st, Pontypriid
 Phillips, Maurice Henry, and Benjamin Wilet Dowel, Queen Victoria
 st, Contractors. Aug 15 at 3 at offices of Barker, St Michael's house,
 St Michael's alley, Cornhill
 Potter, William Sharpe, Leicester, Builder. Aug 12 at 3 at offices of
 Wright, Belvoir st, Leicester
 Proffit, George, Widnes, Labcuer. Aug 16 at 2 at offices of Beasley,
 Victoria rd, Widnes
 Richardson, Henry, Derby, General Merchant. Aug 15 at 3 at offices
 of Hextall, Full st, Derby
 Robertson, Alfred, Aston, nr Birmingham, out of business. Aug 12 at
 3 at offices of Fallows, Cherry st, Birmingham
 Roaster, John Henry, Upper Nash, Pembroke, Farmer. Aug 26 at 2
 at offices of Lock, Tunby
 Row, Alfred Lloyd, Ebury st, Piccadilly, Bootmaker. Aug 15 at 2 at
 offices of Godfrey, Gresham buildings, Guildhall
 Roys, William, Birmingham, Provision Dealer. Aug 9 at 3 at offices of
 Fallows, Cherry st, Birmingham
 Ruddle, James, Peterborough, Surveyor. Aug 19 at 11 at the White
 Lion Inn, Peterborough. Deacon and Wilkins, Peterborough
 Sanson, Thomas, Doncaster, Bootmaker. Aug 10 at 2.30 at offices of
 Heathcote, French gate, Doncaster
 Shepherd, George, Sittingbourne, Painter. Aug 13 at 11 at the
 Fountain Hotel, Sittingbourne. Glyn, Southampton buildings,
 Chancery lane
 Smith, William Grove, Portsmouth, House Decorator. Aug 12 at 4 at
 offices of King, North st, Portsea
 Stamp, Philip, Birmingham, Builder. Aug 12 at 3 at offices of Horton,
 Colmore row, Birmingham
 Stanchoy, Nicolai, Middlesbrough, Provision Merchant. Aug 13 at
 2.30 at Griffith's Temperance Hotel, Linthorpe rd, Middlesbrough
 Stainbridge and Barnley, Middlesbrough
 Staples, Henry, Leicester, Haberdasher. Aug 12 at 11 at offices of
 Wright, Belvoir st, Leicester
 Stott, John, Bradford, Fruiterer. Aug 14 at 11 at offices of Hutchinson,
 Piccadilly chambers, Piccadilly, Bradford
 Taylor, Charles, Lincoln, Builder. Aug 10 at 11 at offices of Durance,
 Mitlane, Lincoln

Taylor, Frederic Hill, and William George Clark, West Hartlepool,
 Steamship Owners. Aug 13 at 3 at offices of Bell, Church st, West
 Hartlepool
 Taylor, John, East Cowes, Builder. Aug 14 at 3 at the Crown Hotel,
 West Cowes. Damant and Co, West Cowes
 Thacker, Charles, Dronfield, Derby, Grocer. Aug 12 at 3 at offices of
 Cutts and Co, Market Hall chambers, Chesterfield
 Thomas, Edward, Chippenham, Tobacco Dealer. Aug 9 at 3 at offices
 of Clifton, Broad st, Bristol
 Thorley, Henry, Longton, Baker. Aug 12 at 12 at 23, Commerce st,
 Longton. Adderley and Marriot
 Tomlinson, Benjamin, Leicester, Commission Agent. Aug 13 at 3 at
 offices of Wright, Belvoir st, Leicester
 Tuppen, George Harry, Brighton, Licensed Victualler. Aug 12 at 3
 at offices of Goodman, North st, Brighton
 Turner, William, Bradford, Milliner. Aug 9 at 3 at offices of Brown-
 ing, Queensgate, Bradford
 Turton, George, Wolverhampton, Grocer. Aug 14 at 10 at offices of
 Green, Corporation st, Wolverhampton
 Wakefield, Frederick, Spital sq, Bishopsgate st without, Draper. Aug
 13 at 2 at the Guildhall Coffee house, Gresham st. Sole and Co,
 Aldermanbury
 Walker, Joseph, Barnsley, Printer. Aug 12 at 11 at offices of Dibb
 and Co, Regent st, Barnsley
 Warrington, William, Leeds, Provision Merchant. Aug 9 at 3 at
 offices of Simpson and Burrell, Albion st, Leeds
 Wickings, George Challas, Dorking, Harness Maker. Aug 15 at 3 at
 19, Worship st, Finsbury. Fenton, Highgate
 Wizley, John, Attercliffe, Sheffield, Grocer. Aug 9 at 3 at offices of
 Clegg and Sons, Bank st, Sheffield
 Wilkins, Arthur George, Brierley hill, Stafford, Boot Dealer. Aug 12
 at 3 at offices of Bailer and Bickley, Bennett's hill, Birmingham
 Wolfekehl, William, Liverpool, out of business. Aug 9 at 2 at offices of
 Ety, Lord st, Liverpool
 Wootton, George, Bedford, Bicycle Maker. Aug 12 at 12 at offices of
 Conquest and Clare, Duke st, Bedford
 Young, John, North Shields, Builder. Aug 8 at 4 at offices of White-
 horn, Saville st, North Shields

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Amount proposed for assurance during the year 1877 (2,300 proposals)	£1,746,841	2	10
Amount of assurances accepted during the year 1877 (1,873 policies)	1,334,879	8	11
Annual Premiums on New Policies during the year 1877	42,320	1	10
Claims by death during the year 1877, exclusive of bonus additions	418,875	2	7
Amount of assurances accepted during the last five years	6,327,788	10	3
Subsisting assurances at November 15, 1877 (of which £1,457,799 is 10d. is re-assured with other offices) ..	18,902,853	12	0
Revenue, upwards of Three Quarters of a Million Sterling per Annum.			

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